

1 CONTRACT FOR PROVISION OF
 2 HIV HOUSING SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 SPECIAL SERVICE FOR GROUPS, INC.
 7 JULY 1, 2022 THROUGH JUNE 30, 2025

8
 9 THIS CONTRACT entered into this 1st day of July 2022, is by and between the COUNTY OF
 10 ORANGE, a political subdivision of State of California (COUNTY), and SPECIAL SERVICE FOR
 11 GROUPS, INC., a California Nonprofit Corporation (CONTRACTOR). COUNTY and
 12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
 13 "Parties." The County of Orange Health Care Agency (ADMINISTRATOR) shall administer this
 14 Contract.

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 16 **W I T N E S S E T H:**

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 18 WHEREAS, of December 31, 2021, there were 6,772 Orange County residents living with Human
 19 Immunodeficiency Virus disease (HIV); and

20 WHEREAS, the COUNTY wishes to contract with CONTRACTOR for the provision of HIV
 21 Housing Services described herein; and

22 WHEREAS, COUNTY receives funding from the Housing Opportunity for Persons with AIDS
 23 (HOPWA) program through the City of Anaheim; and

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

26 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 27 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2022 through June 30, 2025

Period One means the period from July 1, 2022 through June 30, 2023
Period Two means the period from July 1, 2023 through June 30, 2024
Period Three means the period from July 1, 2024 through June 30, 2025

Maximum Obligation:

Period One Maximum Obligation:	\$ 139,200
Period Two Maximum Obligation:	139,200
Period Three Maximum Obligation	<u>139,200</u>
Total Aggregate Maximum Obligation	\$ 417,600

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in arrears

CONTRACTOR DUNS Number: 02-650-8072

CONTRACTOR TAX ID Number: 95-1716914

COUNTY: County of Orange
Health Care Agency
Procurement & Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Herbert K. Hatanaka, Executive Director
Special Service for Groups, Inc.
905 East 8th Street
Los Angeles, CA 90021
ssg@ssg.org

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I. ACRONYMS

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

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4	A. AIDS	Acquired Immune Deficiency Syndrome
5	B. ARIES	AIDS Regional Information and Evaluation System
6	C. ARRA	American Recovery and Reinvestment Act
7	D. CAPER	Consolidated Annual Performance and Evaluation Report
8	E. ASRS	Alcohol and Drug Programs Reporting System
9	F. CAQ	Client Assessment Questionnaire
10	G. CAS	Client Assessment Staff
11	H. CCC	California Civil Code
12	I. CCR	California Code of Regulations
13	J. CFDA	Catalog of Federal Domestic Assistance
14	K. CFR	Code of Federal Domestic Assistance
15	L. CDPH/OA	California Department of Public Health, Office of AIDS
16	M. CEO	County Executive Office
17	N. CFR	Code of Federal Regulations
18	O. CHPP	COUNTY HIPAA Policies and Procedures
19	P. CHS	Correctional Health Services
20	Q. CIF	Counseling Information Form
21	R. CLIA	Clinical Laboratory Improvement Act/Amendment
22	S. CMS	Center for Medicare and Medicaid Services
23	T. COI	Certificate of Insurance
24	U. D/MC	Drug/Medi-Cal
25	V. DHCS	Department of Health Care Services
26	W. DPFS	Drug Program Fiscal Systems
27	X. DRS	Designated Record Set
28	Y. EFA	Emergency Financial Assistance
29	Z. ePHI	Electronic Protected Health Information
30	AA. FTE	Full Time Equivalent
31	AB. FDA	Food and Drug Administration
32	AC. GAAP	Generally Accepted Accounting Principles
33	AD. HAB	Federal HIV/AIDS Bureau
34	AE. HCA	Health Care Agency
35	AF. HHS	Health and Human Services
36	AG. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
37		Law 104-191

1	AH. HITECH Act	The Health Information Technology for Economic and
2		Clinical Health Act, Public Law 111-005
3	AI. HIV	Human Immunodeficiency Virus
4	AJ. HOPWA	Housing Opportunities for Persons with AIDS
5	AK. HRSA	Federal Health Resources and Services Administration
6	AL. HSC	California Health and Safety Code
7	AM. HUD	Housing and Urban Development
8	AN. ISO	Insurance Services Office
9	AO. LEO	Local Evaluation Online
10	AP. LIHP	Low Income Health Program
11	AQ. MHP	Mental Health Plan
12	AR. OCJS	Orange County Jail System
13	AS. OCPD	Orange County Probation Department
14	AT. OCR	Office for Civil Rights
15	AU. OCSD	Orange County Sheriff's Department
16	AV. OIG	Office of Inspector General
17	AW. OMB	Office of Management and Budget
18	AX. OPM	Federal Office of Personnel Management
19	AY. PA DSS	Payment Application Data Security Standard
20	AZ. PC	State of California Penal Code
21	BA. PCI DSS	Payment Card Industry Data Security Standard
22	BB. PHI	Protected Health Information
23	BC. PII	Personally Identifiable Information
24	BD. PLWH/A	Person Living with HIV/AIDS
25	BE. PRA	Public Record Act
26	BF. PS	Partner Services
27	BG. QM	Quality Management
28	BH. RAP	Rental Assistance Program
29	BI. RSR	Ryan White Services Reports
30	BJ. Ryan White Act	Ryan White HIV/AIDS Treatment Extension Act of 2009
31	BK. SIR	Self-Insured Retention
32	BL. STAR	Short-Term Assistance for Rent
33	BM. STSH	Short-Term Supportive Housing
34	BN. USC	United States Code
35	BO. WIC	State of California Welfare and Institutions Code
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1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

3 3. If CONTRACTOR does not provide proof of its own Compliance program to
4 ADMINISTRATOR, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
5 and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar
6 days of execution of this Contract a signed acknowledgement that CONTRACTOR shall comply with
7 ADMINISTRATOR's Compliance Program and Code of Conduct.

8 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
9 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
10 shall submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures
11 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
12 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
13 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
14 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
15 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
16 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
17 CONTRACTOR shall revise its compliance program and code of conduct to meet
18 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
19 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

20 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that
21 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
22 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
23 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
24 related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

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

32 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
33 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
34 health care items or services or who perform billing or coding functions on behalf of
35 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
36 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
37 work more than one hundred sixty (160) hours per calendar year; except that any such individuals shall

1 become Covered Individuals at the point when they work more than one hundred sixty (160) hours
2 during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this
3 Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related
4 policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related
5 policies and procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
34 screened. Such individual or entity shall be immediately removed from participating in any activity
35 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or

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1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
3 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

21 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
22 Individuals relative to this Contract.

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

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

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

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

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

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

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2 federal and state health care program regulations and procedures or instructions otherwise
3 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
4 their agents.

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

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

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

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

15 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
16 participate in the quality improvement activities developed in the implementation of the Quality
17 Management Program.

18 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
19 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
20 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
21 §1810.410.subds. (c)- (d).

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

28 29 **V. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

9
 10 Signed _____
 11 Name _____
 12 Title _____
 13 Date _____"

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 15 **VII. CONFLICT OF INTEREST**

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

24 B. 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
 28 not knowingly undertake any act which unjustifiably results in any relative benefit to any organization
 29 or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or
 30 otherwise in nature, of the performance of duties and obligations required by the Contract, when
 31 compared to the result such act has on any other organization or professional practice.

32 C. CONTRACTOR shall annually submit an Outside Employment and/or Other Affiliation
 33 Statement to their supervisor.

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VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

IX. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer of ownership of CONTRACTOR's business prior to the completion of the Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume

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1 CONTRACTOR's duties and obligations contained in the Contract and complete them to the
2 satisfaction of COUNTY. CONTRACTOR may not assign the rights here under, either in whole or in
3 part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

21 22 **X. DISPUTE RESOLUTION**

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

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

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

36 B. Pending the final resolution of any dispute arising under, related to, or involving the Contract,
37 CONTRACTOR agrees to proceed diligently with the performance of services secured via the Contract,

1 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
2 diligently shall be considered a material breach of the Contract.

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

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

14 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

24 **XII. EQUIPMENT**

25
26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
28 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
29 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
30 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
31 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
32 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI
33 or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
36 according to GAAP.

37 //

1 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
2 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
3 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
4 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
5 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
6 purchased asset in an Equipment inventory.

7 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
8 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
9 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
10 is purchased. Title of expensed Equipment shall be vested with COUNTY.

11 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
12 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
13 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
14 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
15 any.

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

19 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
20 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
21 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
22 Equipment are moved from one location to another or returned to COUNTY as surplus.

23 G. Unless this Contract is followed without interruption by another contract between the parties for
24 substantially the same type and scope of services, at the termination of this Contract for any cause,
25 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
26 Contract.

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

30 **XIII. FACILITIES, PAYMENTS AND SERVICES**

31 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
32 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
33 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
34 minimum number and type of staff which meet applicable federal and state requirements, and which are
35 necessary for the provision of the services hereunder.

36 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
37 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation

1 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
2 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
3 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
4 services, staffing, facilities or supplies.

6 **XIV. INDEMNIFICATION AND INSURANCE**

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

17 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
18 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
19 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
20 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
21 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
22 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
23 to the same terms and conditions as set forth herein for CONTRACTOR.

24 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
25 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
26 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
27 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
28 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
29 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
30 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
31 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by
32 COUNTY representative(s) at any reasonable time.

33 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
34 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
35 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
36 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
37 Contract, agrees to all of the following:

1 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all
 2 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
 3 subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost
 4 and expense with counsel approved by Board of Supervisors against same; and

5 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
 6 duty to indemnify or hold harmless; and

7 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
 8 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted
 9 as though CONTRACTOR was an insurer and COUNTY was the insured.

10 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
 11 Contract, COUNTY may terminate this Contract.

12 F. QUALIFIED INSURER

13 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 14 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 15 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is
 16 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
 17 (California Admitted Carrier).

18 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
 19 Risk Management retains the right to approve or reject a carrier after a review of the company's
 20 performance and financial ratings.

21 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 22 limits and coverage as set forth below:

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

1	Professional Liability Insurance	\$1,000,000 per claims -made
2		\$1,000,000 aggregate
3		
4	Sexual Misconduct Liability	\$1,000,000 per occurrence
5		
6	Employee Dishonesty	\$1,000,000 per occurrence
7		

8 H. REQUIRED COVERAGE FORMS

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

11 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
12 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

13 I. REQUIRED ENDORSEMENTS

14 1. The Commercial General Liability policy shall contain the following endorsements, which
15 shall accompany the COI:

16 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
17 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
18 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***
19 ***WRITTEN CONTRACT.***

20 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
21 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-
22 insurance maintained by the County of Orange shall be excess and non-contributing.

23 2. The Network Security and Privacy Liability policy shall contain the following
24 endorsements which shall accompany the COI:

25 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
26 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

27 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
28 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
29 excess and non-contributing.

30 J. All insurance policies required by this Contract shall waive all rights of subrogation against the
31 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
32 the scope of their appointment or employment.

33 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
34 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
35 *officers, agents and employees*, or provide blanket coverage, which will state ***AS REQUIRED BY***
36 ***WRITTEN CONTRACT.***

37 //

1 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
2 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
3 Certificate of Insurance.

4 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
5 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
6 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
7 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
8 this Contract.

9 N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are
10 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
11 the completion of the Contract.

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

14 P. Insurance certificates should be forwarded to the department address listed in the Referenced
15 Contract Provisions.

16 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
17 calendar days of notification by COUNTY, COUNTY may terminate this Contract immediately, upon
18 written notice.

19 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
20 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
21 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
22 adequately protect COUNTY.

23 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
24 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
25 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
26 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
27 all legal remedies.

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

31 U. SUBMISSION OF INSURANCE DOCUMENTS

- 32 1. The COI and endorsements shall be provided to COUNTY as follows:
- 33 a. Prior to the start date of this Contract.
 - 34 b. No later than the expiration date for each policy.
 - 35 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
36 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

37 //

1 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the
2 Referenced Contract Provisions of this Contract.

3 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
4 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
5 sole discretion to impose one or both of the following:

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

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

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

16 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
17 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
18 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
19

20 **XV. INSPECTIONS AND AUDITS**

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

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

35 **C. AUDIT RESPONSE**

36 1. Following an audit report, in the event of non-compliance with applicable laws and
37 regulations governing funds provided through the Contract, COUNTY may terminate the Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
2 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
3 (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

18 **XVI. LICENSES AND LAWS**

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

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

31
32 Department of Health and Human Services
33 Health Resources and Services Administration
34 Office of Federal Assistance Management
35 Division of Grants Management Operations
36 5600 Fishers Lane, Mailstop 10SWH03
37 Rockville, MD 20879

1 AND

2 U.S. Department of Health and Human Services

3 Office of Inspector General

4 Attn: Mandatory Grant Disclosures, Intake Coordinator

5 330 Independence Avenue, SW, Cohen Building Room 5527

6 Washington, DC 20201

7 Fax: (202)2050604

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

- 11 1. ARRA of 2009.
- 12 2. 42 CFR, Public Health, H&SC 121025.
- 13 3. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
14 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 15 4. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 16 5. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 17 6. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 18 7. 45 CFR Part 76, Drug Free Work Place.
- 19 8. CCR, Title 22, Division 6, Community Care Licensing Division.
- 20 9. 42 USC. 12901 et seq., AIDS Housing Opportunity Act
- 21 9. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30,
22 2009).
- 23 10. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants
24 Policy Statement (10/13).
- 25 11. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
26 Statement.
- 27 12. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
28 Treatment Extension Act of 2009 (Public Law 111-87).

29
30 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

31 A. Any written information or literature, including educational or promotional materials,
32 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
33 to this Contract must be approved at least thirty (30) calendar days in advance and in writing by
34 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
35 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
36 and electronic media such as the Internet.

37 //

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

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

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

16
17 **XVIII. MAXIMUM OBLIGATION**

18 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
19 Contract, and the separate Maximum Obligations for each Period under this Contract, are as specified in
20 the Referenced Contract Provisions of this Contract.

21 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,
22 ADMINISTRATOR may increase or decrease the Period One, Period Two and Period Three Maximum
23 Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum
24 Obligation of COUNTY as specified in the Referenced Contract Provisions of this Contract.

25 C. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
26 percent (10%) of Period One funding for this Contract.

27
28 **XIX. MINIMUM WAGE LAWS**

29 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
30 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
31 federal or California Minimum Wage to all its employees that directly or indirectly provide services
32 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all
33 its contractors or other persons providing services pursuant to this Contract on behalf of
34 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
35 Wage.

36 //
37 //

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

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

8
9 **XX. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

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

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

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

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

31 5. All solicitations or advertisements for employees placed by or on behalf of
32 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
33 for employment without regard to race, religious creed, color, national origin, ancestry, physical
34 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
35 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
36 shall be deemed fulfilled by use of the term EOE.

37 //

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

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

- 19 1. Denying a client or potential client any service, benefit, or accommodation.
- 20 2. Providing any service or benefit to a client which is different or is provided in a different
21 manner or at a different time from that provided to other clients.
- 22 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
23 others receiving any service or benefit.
- 24 4. Treating a client differently from others in satisfying any admission requirement or
25 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
26 any service or benefit.
- 27 5. Assignment of times or places for the provision of services.

28 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
29 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all
30 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
31 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

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

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

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

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

17 **XXI. NOTICES**

18 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
19 authorized or required by this Contract shall be effective:

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

23 2. When faxed, transmission confirmed;

24 3. When sent by Email; or

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

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

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

35 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
36 ADMINISTRATOR.

37 //

XXII. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Contract,
3 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

2. WRITTEN NOTIFICATION

12
13 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
14 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming
15 aware of the death due to non-terminal illness of any person served pursuant to this Contract.

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

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

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

24
25
26 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
27 whole or in part by COUNTY, except for those events or meetings that are intended solely to serve
28 clients or occur in the normal course of business.

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

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

33
34
35 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
36 of this Contract, prepare, maintain and manage records appropriate to the services provided and in
37 accordance with this Contract and all applicable requirements.

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

3 C. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
4 security of PII and/or PHI. CONTRACTOR shall, ten (10) business days of discovery of a Breach of
5 privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such
6 breach by telephone and email or facsimile.

7 D. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
8 security of PII and/or PHI, including but not limited to the costs of notification, to the extent such breach
9 is due to CONTRACTOR's sole fault. CONTRACTOR shall pay any and all such costs arising out of a
10 Breach of privacy and/or security of PII and/or PHI to the extent such breach is due to
11 CONTRACTOR's sole fault.

12 E. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
13 commencement of the contract, unless a longer period is required due to legal proceedings such as
14 litigations and/or settlement of claims.

15 F. CONTRACTOR shall make records available upon request pertaining to the costs of services,
16 Client fees, charges, billings, and revenues available at one (1) location within the limits of the County
17 of Orange.

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

21 H. CONTRACTOR may be required to retain all records involving litigation proceedings and
22 settlement of claims respecting this Contract for a longer term which will be agreed to by the Parties.

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

26 27 **XXV. RESEARCH AND PUBLICATION**

28 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
29 result of this Contract for the purpose of personal publication.

30 31 **XXVI. REVENUE**

32 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
33 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
34 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
35 according to their ability to pay as determined by the State Department of Health Care Services'
36 "Uniform Method of Determining Ability to Pay" procedure or by any other payment procedure as
37 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.

1 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
2 because of an inability to pay.

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

6 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
7 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically
8 provide for the identification of delinquent accounts and methods for pursuing such accounts.
9 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
10 status of fees which are billed, collected, transferred to a collection agency, or deemed by
11 CONTRACTOR to be uncollectible.

12 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
13 persons other than individuals or groups eligible for services pursuant to this Contract.

14 **XXVII. SEVERABILITY**

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

21 **XXVIII. SPECIAL PROVISIONS**

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

- 25 1. Making cash payments to intended recipients of services through this Contract.
- 26 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
27 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
28 use of appropriated funds to influence certain federal contracting and financial transactions).
- 29 3. Fundraising.
- 30 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
- 32 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
33 body for expenses or services.
- 34 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
35 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
36 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

37 //

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

4 8. Severance pay for separating employees.

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

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

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

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

13 13. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

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

34 **XXIX. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 wholly responsible for the manner in which it performs the services required of it by the terms of this
37 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

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

9 10 **XXX. TERM**

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

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

19 20 **XXXI. TERMINATION**

21 A. Either party may terminate this Contract, without cause, upon ninety (90) calendar days written
22 notice given the other party.

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
32 another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
34 required pursuant to this Contract.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
36 this Contract.

37 //

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and

1 supplies purchased with funds provided by COUNTY.

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

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

10
11 **XXXII. THIRD PARTY BENEFICIARY**

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

14
15 **XXXIII. WAIVER OF DEFAULT OR BREACH**

16 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
17 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
18 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
19 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
20 Contract.

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36 //

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

3
4 SPECIAL SERVICE FOR GROUPS, INC.

5 DocuSigned by:
6 BY: Herbert Hatanaka DATED: 4/5/2022
7 9F3D6A063AB04F7...

8 TITLE: _____
9

10
11 BY: _____ DATED: _____

12
13 TITLE: _____
14

15
16
17
18 COUNTY OF ORANGE

19
20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY
22

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

28 DocuSigned by:
29 BY: Brittany McLean DATED: 4/5/2022
30 9713A4061D4343D...
31 DEPUTY
32

33
34
35
36 If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice
37 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.

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 HIV HOUSING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 SPECIAL SERVICE FOR GROUPS, INC.
 JULY 1, 2022 THROUGH JUNE 30, 2025

I. ASSURANCE

In accordance with funding requirements under Title XXVI of the Public Health Services Act amended by the Ryan White Act, CONTRACTOR assures that it will:

A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already 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 low income individuals with HIV.

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

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

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

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

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

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

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

II. BUDGET

A. The following Budget is set forth for informational purposes only:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
1. EFA – PAYMENTS			
ADMINISTRATIVE COST			
Indirect	\$ 2,745	\$ 2,745	\$ 2,745
SUBTOTAL	\$ 2,745	\$ 2,745	\$ 2,745
PROGRAM COST			
Salaries	\$ 9,152	\$ 9,152	\$ 9,152
Benefits	2,563	2,563	2,563
Services and Supplies	\$ 15,740	\$ 15,740	\$ 15,740
Services and Supplies -			
Operations	2,240	2,240	2,240
EFA - Rent Payments	12,000	12,000	12,000
EFA - Utility Payments	1,500	1,500	1,500
SUBTOTAL	\$ 27,455	\$ 27,455	\$ 27,455
TOTAL EFA - PAYMENTS	\$ 30,200	\$ 30,200	\$ 30,200
2. SHORT-TERM SUPPORTIVE HOUSING			
ADMINISTRATIVE COST			
Indirect	10,900	10,900	10,900
SUBTOTAL	\$ 10,900	\$ 10,900	\$ 10,900
PROGRAM COST			
Salaries	\$ 36,608	\$ 36,608	\$ 36,608
Benefits	10,254	10,254	10,254
Services and Supplies	\$ 51,238	\$ 51,238	\$ 51,238
Services and Supplies -			
Operations	3,762	3,762	3,762
Housing Payments	47,476	47,476	47,476
SUBTOTAL	\$ 98,100	\$ 98,100	\$ 98,100

TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$ 109,000	\$ 109,000	\$ 109,000
 	<hr/>	<hr/>	<hr/>
TOTAL CONTRACT BUDGET PER PERIOD	\$ 139,200	\$ 139,200	\$ 139,200

B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR. Administrative Costs shall not exceed ten percent (10%) of total costs.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items across programs for the purpose of meeting all contracted program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

E. CFDA INFORMATION

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

- a. CFDA Year: 2022
- CFDA No.: 14.241
- FAIN No.: CAH21-F010
- Program Title: Housing Opportunities for Persons With AIDS (indirect)
- Federal Agency: Department of Housing and Urban Development
- Award Name: Housing Opportunities for Persons With AIDS (indirect)
- Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
- Amount: \$65,000 (estimated annually)
- R&D Award: No

- b. CFDA Year: 2022
- CFDA No: 93.914

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

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

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

11 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a
12 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
14 and/or termination of this Contract, except as may otherwise be provided under this Contract, or
15 specifically agreed upon in a subsequent Contract.

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

18 **IV. REPORTS**

19 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.
20 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative
21 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports
22 or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to
23 withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments
24 Paragraph of this Exhibit A to the Contract.
25

26 B. FISCAL

27 In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue
28 Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
29 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
30 center(s) described in the Services Paragraph of this Exhibit A to the Contract, anticipated monthly costs
31 and revenues projected through year end, and the number of units of service provided by
32 CONTRACTOR with funds from this Contract. The reports shall be due to ADMINISTRATOR no later
33 than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise
34 agreed to in writing by ADMINISTRATOR.

35 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
36 These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by
37 position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken

1 Compliance Training in accordance with the Compliance Paragraph of this Contract. The reports shall
2 be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the
3 month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.

4 D. PROGRAMMATIC – CONTRACTOR shall submit narrative programmatic reports to
5 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR
6 and shall include but not be limited to, staff changes and corresponding impact on services, status of
7 licensure and/or certifications, changes in populations being served and reasons for any such changes.
8 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
9 this Contract and, if not, shall specify what steps will be taken to achieve satisfactory progress. The
10 reports shall be due on the third Monday of January and July each year.

11 E. CONTRACTOR shall submit a year-end narrative report summarizing program activities,
12 accomplishments and challenges, including efforts at client outreach and orientation. The report shall be
13 due on the third Monday of July each year, unless otherwise agreed to in writing by
14 ADMINISTRATOR.

15 F. RSR and CAPER – CONTRACTOR shall submit to ADMINISTRATOR in a format and
16 manner acceptable to, or provided by, ADMINISTRATOR, documentation of services provided,
17 including characteristics of clients receiving those services and descriptive information about
18 CONTRACTOR’s organization. RSR documentation shall be received by ADMINISTRATOR no later
19 than February 1 for the preceding calendar year. CAPER documentation shall be received by
20 ADMINISTRATOR no later than the third Monday of July each year.

21 G. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR
22 requirements for real-time data reporting of client demographics and selected service delivery
23 information for Ryan White funded services. For purposes of this Contract, real-time data reporting
24 shall be defined as entering data into COUNTY’s designated data system within five (5) business days
25 of providing services, unless otherwise agreed to in writing by ADMINISTRATOR.

26 H. QM REPORTS – CONTRACTOR shall submit a QM Report with appropriate signature(s) to
27 ADMINISTRATOR on the last business day of April of each year; unless otherwise agreed to in writing
28 by the ADMINISTRATOR. The QM Report shall include but not be limited to:

- 29 1. Summary of QM activities,
- 30 2. Service-specific outcome measure results,
- 31 3. Summary of findings, and
- 32 4. Summary of how findings will be addressed.

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

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

4 V. SERVICES

5 A. CONTRACTOR shall make all services specified herein available to eligible persons who
6 reside in Orange County and have HIV, in accordance with the Contract. CONTRACTOR shall not
7 charge fees except as allowed in the Contract.

8 1. Prior to providing any services pursuant to this Contract, Contractor shall establish a
9 statement of Client Rights and Responsibilities. CONTRACTOR may adopt Client Rights and
10 Responsibilities provided by ADMINISTRATOR, or an alternate version approved by
11 ADMINISTRATOR. Except for Life Skills Training and Housing Coordination, CONTRACTOR shall
12 document that each client has received and understands Client Rights and Responsibilities. For Life
13 Skills Training and Housing Coordination, CONTRACTOR shall post Client Rights and
14 Responsibilities in a prominent location regularly visited by clients participating in the program.

15 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate
16 entities to facilitate early intervention services for low-income individuals with HIV. Signed MOUs with
17 major points of entry shall be established and must include the names of parties involved, time frame of
18 MOU, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the
19 original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR.
20 CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR,
21 but is not required to enter into MOUs to do so.

22 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but
23 not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of
24 services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR.
25 Eligibility shall be verified at minimum annually and timely eligibility confirmation (periodic checks)
26 conducted in accordance with internal policies and procedures to identify any potential changes to a
27 client's insurance, income and/or residency status that may affect eligibility. Internal policies and
28 procedures must be approved by ADMINISTRATOR for the purpose of maintaining consistency with
29 established standards and policies. Eligibility verification shall be documented in COUNTY's
30 designated data system as required by ADMINISTRATOR.

31 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain
32 information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity,
33 gender, date of birth, living situation, household size, income, and types of service provided.

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

c. CONTRACTOR shall coordinate client’s care with case manager. If being case managed, clients receiving this service must be referred by a case manager.

d. CONTRACTOR shall determine eligibility for services within two (2) business days of receipt of application. CONTRACTOR shall communicate with client, in writing, reasons for a denial of their application.

e. Services to persons eligible for EFA or STAR shall be authorized no later than three (3) calendar days prior to the end of the month eligibility was determined by CONTRACTOR.

f. CONTRACTOR shall disseminate information describing the Short Term or Emergency Financial Assistance for Housing Payments program and eligibility requirements to individuals, groups, and private and public agencies that provide services to persons living with HIV.

g. Outcome measures for these services shall include increased number of clients who are virally suppressed and maintain stable housing, and improved access to healthcare and other supportive services among clients.

3. UNITS OF SERVICE – EFA – CONTRACTOR shall, at a minimum, provide the following units of service per period:

<u>EFA-Payments</u>	<u>PERIOD ONE UOS/Clients</u>	<u>PERIOD TWO UOS/Clients</u>	<u>PERIOD THREE UOS/Clients</u>
Rent Payment	10	10	10
Unduplicated Clients	8	8	8
Utility Payment	7	7	7
Unduplicated Clients	7	7	7
Deposit - Rent	5	5	5
Unduplicated Clients	5	5	7
Deposit - Utility	5	5	5
Unduplicated Clients	5	5	5

C. SHORT-TERM SUPPORTIVE HOUSING (STSH)

1. DEFINITION – The provision of interim housing in a motel or bed in a recovery residence. CONTRACTOR shall assist clients in plans to facilitate their successful transition to an independent, permanent housing situation.

2. SCOPE OF SERVICES

a. CONTRACTOR shall determine client eligibility for entrance into the STSH program within two (2) business days of receipt of a completed application.

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1 b. CONTRACTOR shall give priority for entry into the program as follows:

- 2 1) Individuals who are homeless, living on the streets;
- 3 2) Individuals transitioning from a treatment program or a correctional institution;
- 4 3) Individuals who are in imminent danger of homelessness;
- 5 4) Individuals whose current housing situation presents a threat to their health or

6 well-being.

7 c. CONTRACTOR shall coordinate client's care with case manager. If being case
8 managed, clients receiving this service must be referred by a case manager. If client is not being case
9 managed and is in need of transitional housing services, client will be referred to a case manager from a
10 Ryan White or HOPWA-funded provider prior to placement.

11 d. Individuals with children under the age of eighteen (18) living with them in any priority
12 category shall have priority over individuals without children in that same category.

13 e. CONTRACTOR shall identify potential clients through referrals from case managers
14 throughout the HIV service delivery system and shall appropriately publicize the availability of the
15 program.

16 f. CONTRACTOR shall assess eligible clients who have had substance abuse problems to
17 determine if they are drug-free and sober. Based on this assessment, CONTRACTOR shall decide if the
18 client is appropriate for services under this Contract. The method of assessing the clients shall be at
19 CONTRACTOR's discretion.

20 g. CONTRACTOR shall provide services to immediate families as long as at least one
21 member of the family is a PLWH and all persons for whom services are provided constitute a single
22 household. CONTRACTOR shall determine the number of motel rooms needed depending on the size
23 of the family.

24 h. CONTRACTOR may house eligible clients in motel rooms or Single Room Occupancy
25 facilities at a cost not to exceed one hundred and fifty dollars (\$150) per room per day. Rooms shall
26 have cooking facilities and cold storage for perishable items. CONTRACTOR shall not place clients in
27 facilities in areas that are known to be unsafe.

28 i. CONTRACTOR may house appropriate eligible clients in group living facilities or
29 other locations, as approved by ADMINISTRATOR. The specific form of transitional housing shall be
30 at CONTRACTOR's discretion based on client needs.

31 j. CONTRACTOR shall ensure that males and females over the age of eighteen (18) have
32 separate sleeping quarters, unless clients are involved in an existing relationship.

33 k. CONTRACTOR shall link clients housed in recovery residence facilities to supportive
34 treatment services.

35 l. CONTRACTOR shall perform a weekly assessment for each client to determine the
36 client's progress and continued eligibility status.

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1 m. CONTRACTOR shall limit each client stay in STSH to a maximum of six (6) months
 2 or 180 days in a two-year period. Additional days of housing services may be provided to eligible
 3 individuals during a local, state, or national emergency/crisis with ADMINISTRATOR approval.

4 n. CONTRACTOR shall provide each client with a Program Participation Agreement,
 5 which shall include general program guidelines as well as an individualized plan to move the client
 6 toward self-sufficiency. Clients must sign the Program Participation Agreement in order to receive
 7 STSH services under this Contract. Clients who do not comply with the provisions of the Participation
 8 Agreement may be dismissed from the program.

9 o. CONTRACTOR shall measure client satisfaction or record client suggestions regarding
 10 the program.

11 p. CONTRACTOR shall coordinate with the client, significant others, and case manager,
 12 if any, to plan, implement, and monitor the client's progress toward goals designed to assist the client in
 13 transitioning to permanent, independent housing.

14 q. CONTRACTOR shall provide, or link clients to, transportation to treatment and
 15 community resources.

16 r. Outcome measures for these services shall include increased number of clients who are
 17 virally suppressed and acquire permanent housing and improved access to health care and other
 18 supportive services among clients.

19 3. UNITS OF SERVICE – Short-Term Supportive Housing

20 a. CONTRACTOR shall, at a minimum, provide the following units of service per period:

	PERIOD ONE	PERIOD TWO	PERIOD THREE
<u>STSH</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
Bed Nights	1,000	1,000	1,000
Unduplicated Clients	18	18	18

27 b. A bed-night shall be defined as one night of housing in a facility described in
 28 Subparagraph V.D.1. of this Exhibit A to the Contract, provided to an eligible client.

29 D. QUALITY MANAGEMENT (QM) ACTIVITIES

30 CONTRACTOR shall participate in QM activities including, but not limited to, participation on
 31 the QM Committee, QM trainings, development of standards of care, peer review, and the establishment
 32 of countywide goals and objectives.

33 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 34 Services Paragraph of this Exhibit A to the Contract.

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VI. STAFFING

A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, 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.

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

	PERIOD ONE <u>FTEs</u>	PERIOD TWO <u>FTEs</u>	PERIOD THREE <u>FTEs</u>
1. EFA – PAYMENTS			
Program			
Housing Specialist II	<u>0.200</u>	<u>0.200</u>	<u>0.200</u>
Total EFA-Payments	0.200	0.200	0.200
2. SHORT-TERM SUPPORTIVE HOUSING			
Program			
Housing Specialist II	<u>0.800</u>	<u>0.800</u>	<u>0.800</u>
Total Short-Term Supportive Housing	0.800	0.800	0.800
Total Contracted FTEs	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>

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

VII. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

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

B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Contract are given information on the grievance process. CONTRACTOR’s policy shall allow for the client to appeal CONTRACTOR’s decision to ADMINISTRATOR, for review if the client is unsatisfied with

1 CONTRACTOR’s final decision related to a grievance. CONTRACTOR shall submit a copy of its
 2 Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the
 3 effective date of this Contract and within fifteen (15) calendar days of the adoption by CONTRACTOR
 4 of any revisions to the policy. CONTRACTOR’s Client Grievance Resolution Policy is subject to
 5 approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards
 6 and policies.

7 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Client
 8 Grievance Review and Resolution Policy Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
2 TO CONTRACT FOR PROVISION OF
3 HIV HOUSING SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 SPECIAL SERVICE FOR GROUPS, INC.
8 JULY 1, 2022 THROUGH JUNE 30, 2025
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

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
17 hereafter amended.

18 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
19 and 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
28 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance
29 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
30 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

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

34 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
35 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a
36 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
37 terms of this Business Associate Contract and the applicable standards, implementation specifications,

1 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
2 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
3 pursuant to the Contract.

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

34 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA
35 Privacy Rule in 45 CFR § 164.501.

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45
37 CFR § 160.103.

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

3 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
5 with 45 CFR § 164.502(g).

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

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

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

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

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

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

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

24 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

32 18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
33 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

35 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
36 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
37 by law.

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

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

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

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

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

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

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

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

34 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
36 and to make information related to such Disclosures available as would be required for COUNTY to
37 //

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

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

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

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

14 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
15 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if
16 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
17 terminate the Contract, if a finding or stipulation that CONTRACTOR has violated any standard or
18 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made
19 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
20 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to
21 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
26 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,
27 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its
28 subcontractor, employee or agent is a named adverse party.

29 16. The Parties acknowledge that federal and state laws relating to electronic data security and
30 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
31 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
32 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
33 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
34 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
35 concerning an amendment to this Business Associate Contract embodying written assurances consistent
36 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
37 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
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
12 § 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,
25 maintains, 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;

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

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

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

1 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
2 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph
3 E below and as required by 45 CFR § 164.410.

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full
2 disk unless approved by the COUNTY.

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

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

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

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

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

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

1 b. Any other information that COUNTY is required to include in the notification to
2 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
3 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
4 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

4 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
5 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
6 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
7 COUNTY except for the specific Uses and Disclosures set forth below.

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

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

13 1) The Disclosure is required by law; or

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

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

22 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to
23 carry out legal responsibilities of CONTRACTOR.

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
37 17935(d)(2).

I. OBLIGATIONS OF COUNTY

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 CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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1 EXHIBIT C
2 TO CONTRACT FOR PROVISION OF
3 HIV HOUSING SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 SPECIAL SERVICE FOR GROUPS, INC.
8 JULY 1, 2022 THROUGH JUNE 30, 2025
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

12 B. TERMS OF CONTRACT

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

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

23 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
 24 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
 25 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
 26 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
 27 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
 28 security program that include administrative, technical and physical safeguards appropriate to the size
 29 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
 30 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its
 31 current policies upon request.

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

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

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

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

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

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

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

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

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

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

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