

1 CONTRACT FOR PROVISION OF
2 PUBLIC HEALTH MEDICAL AND HOSPITAL LIAISON SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
7 SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF
8 CALIFORNIA, IRVINE MEDICAL CENTER AND UCI UNIVERSITY PHYSICIANS &
9 SURGEONS

10 JULY 1, 2025 THROUGH JUNE 30, 2028

11
12 THIS CONTRACT, entered into this 1st day of July 2025 ("Effective Date"), is by and between the
13 COUNTY OF ORANGE, a political subdivision of State of California ("COUNTY") and The Regents
14 of the University Of California, as described in Article IX, Section 9 of the California Constitution, on
15 behalf of UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER ("UCIMC") and UCI
16 UNIVERSITY PHYSICIANS & SURGEONS ("UPS") (individually and collectively
17 "SUBRECIPIENT"). COUNTY and SUBRECIPIENT may sometimes be referred to herein individually
18 as "Party" or collectively as "Parties." This Contract shall be administered by the County of Orange
19 Health Care Agency (ADMINISTRATOR).

20
21 **W I T N E S S E T H:**

22 WHEREAS, COUNTY wishes to contract with SUBRECIPIENT for the provision of the PUBLIC
23 HEALTH MEDICAL AND HOSPITAL LIAISON SERVICES described herein; and

24
25 WHEREAS, SUBRECIPIENT who is uniquely qualified with board certified infectious disease
26 specialist physicians with specific expertise in HIV and Public Health Medical Services, with direct
27 linkages to the University of California, Irvine School of Medicine, specialized consultative care in an
28 academic medical center, and serves the federally funded Pacific AIDS Education and Training Center
29 co-located within the University, and

30 WHEREAS, COUNTY and SUBRECIPIENT have a Mutual Indemnification provision in this
31 Contract as services provided under this Contract are done through collaboration of the Health Care
32 Agency staff and University of California, Irvine Health Physicians & Surgeons at the 17th Street
33 Clinic; and

34 WHEREAS, SUBRECIPIENT is agreeable to the rendering of such services on the terms and
35 conditions hereinafter set forth.

36 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
37 herein, COUNTY and SUBRECIPIENT do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2025 through June 30, 2028

Period One means the period from July 1, 2025 through June 30, 2026

Period Two means the period from July 1, 2026 through June 30, 2027

Period Three means the period from July 1, 2027 through June 30, 2028

Amount Not to Exceed:

Period One Amount Not to Exceed: \$183,562

Period Two Amount Not to Exceed: \$198,590

Period Three Amount Not to Exceed: \$215,356

TOTAL AMOUNT NOT TO EXCEED: \$597,508

Basis for Reimbursement: Negotiated Rate and Fee-for-Service

Payment Method: In Arrears

SUBRECIPIENT Unique Entity ID: MJC5FCYQTPE6

SUBRECIPIENT Tax ID Number: 95-2226406

Notices to COUNTY and SUBRECIPIENT:

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

SUBRECIPIENT: UC Irvine Health – Health Services Contracting
333 City Blvd. West, Suite 550
Orange, CA 92868
Attn: Vice President, Payor Contracting & Strategy
E-mail: dmburton@hs.uci.edu or sdemoor@hs.uci.edu

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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:

A. AIDS	Acquired Immune Deficiency Syndrome
B. ARRA	American Recovery and Reinvestment Act
C. ART	Antiretroviral Therapy
D. CAPER	Consolidated Annual Performance and Evaluation Report
E. CCC	California Civil Code
F. CCR	California Code of Regulations
G. CDPH/OA	California Department of Public Health, Office of AIDS
H. CEF	Client Encounter Form
I. CEO	County Executive Office
J. CFDA	Catalog of Federal Domestic Assistance
K. CFR	Code of Federal Regulations
L. CHPP	COUNTY HIPAA Policies and Procedures
M. CHS	Correctional Health Services
N. CMS	Center for Medicare and Medicaid Services
O. COI	Certificate of Insurance
P. D/MC	Drug/Medi-Cal
Q. DCR	Data Collection and Reporting
R. DHCS	Department of Health Care Services
S. DPFS	Drug Program Fiscal Systems
T. DRS	Designated Record Set
U. EFA	Emergency Financial Assistance
V. EHE	Ending the HIV Epidemic
W. EHR	Electronic Health Records
X. ePHI	Electronic Protected Health Information
Y. FDA	Food and Drug Administration
Z. FQHC	Federally Qualified Health Center
AA. FTE	Full Time Equivalent
AB. GAAP	Generally Accepted Accounting Principles
AC. HAB	Federal HIV/AIDS Bureau
AD. HCA	Health Care Agency
AE. HHS	Health and Human Services
AF. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

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1	AG. HITECH Act	Health Information Technology for Economic and Clinical Health Act,
2		Public Law 111-005
3	AH. HIV	Human Immunodeficiency Virus
4	AI. HOPWA	Housing Opportunities for Persons with AIDS
5	AJ. HRSA	Federal Health Resources and Services Administration
6	AK. HSC	California Health and Safety Code
7	AL. HUD	Housing and Urban Development
8	AM. ISO	Insurance Services Office
9	AN. LEO	Local Evaluation Online
10	AO. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
11	AP. LIHP	Low Income Health Program
12	AQ. LTC	Linkage to Care
13	AR. MHP	Mental Health Plan
14	AS. NPP	Notice of Privacy Practices
15	AT. NPDB	National Provider Data Bank
16	AU. NPI	National Provider Identifier
17	AV. NICP	Newly Identified Confirmed HIV Positive
18	AW. OCJS	Orange County Jail System
19	AX. OCPD	Orange County Probation Department
20	AY. OCR	Office for Civil Rights
21	AZ. OCSD	Orange County Sheriff's Department
22	BA. OIG	Office of Inspector General
23	BB. OMB	Office of Management and Budget
24	BC. OPM	Federal Office of Personnel Management
25	BD. PA DSS	Payment Application Data Security Standard
26	BE. PC	State of California Penal Code
27	BF. PCI DSS	Payment Card Industry Data Security Standard
28	BG. PHI	Protected Health Information
29	BH. PII	Personally Identifiable Information
30	BI. PLWH	Person Living with HIV
31	BJ. PRA	Public Records Act
32	BK. PS	Partner Services
33	BL. QM	Quality Management
34	BM. RAP	Rental Assistance Program
35	BN. ROOT	Routine Opt-Out Testing
36	BO. RSR	Ryan White Services Reports
37	BP. Ryan White Act	Ryan White HIV/AIDS Treatment Extension Act of 2009

1	BQ. SIR	Self-Insured Retention
2	BR. STAR	Short-Term Assistance for Rent
3	BS. USC	United States Code
4	BT. W&IC	California Welfare and Institutions Code

6 **II. AMOUNT NOT TO EXCEED**

7 A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this
8 Contract for Primary HIV Medical Care and Public Health Services during each Period are as specified
9 in the Referenced Contract Provisions of this Contract.

10 Upon written request by SUBRECIPIENT, and at sole discretion of ADMINISTRATOR,
11 ADMINISTRATOR may increase or decrease the Period One, Period Two and Period Three Amounts
12 Not to Exceed, provided the total of these Amounts Not to Exceed, does not exceed the Total Amount
13 Not to Exceed of COUNTY as specified in the Referenced Contract Provisions of this Contract.

14 **III. ALTERATION OF TERMS**

15 A. This Contract, together with Exhibits A, B and C attached hereto and incorporated herein, fully
16 expresses the complete understanding of COUNTY and SUBRECIPIENT with respect to the subject
17 matter of this Contract.

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

22 **IV. COMPLIANCE**

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

26 1. ADMINISTRATOR shall provide SUBRECIPIENT with a copy of the policies and
27 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
28 General Compliance and Annual Provider Trainings.

29 2. SUBRECIPIENT has the option to provide ADMINISTRATOR with proof of its own
30 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
31 SUBRECIPIENT's Compliance Program, Code of Conduct and any related policies and procedures
32 shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
33 elements by ADMINISTRATOR's Compliance Officer as described in in this Paragraph IV
34 (COMPLIANCE). These elements include:
35

36 a. Designation of a Compliance Officer and/or compliance staff.
37

- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

4. If SUBRECIPIENT elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then SUBRECIPIENT shall submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if SUBRECIPIENT's compliance program and code of conduct contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform SUBRECIPIENT of any missing required elements and SUBRECIPIENT shall use best efforts to revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the SUBRECIPIENT's compliance program, code of conduct and any Compliance related policies and procedures contain all required elements, SUBRECIPIENT shall ensure that all Covered Individuals relative to this Contract are made aware of SUBRECIPIENT's compliance program, code of conduct, related policies and procedures.

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

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, subcontractors, agents, and other persons who provide health care items or services

1 or who perform billing or coding functions on behalf of SUBRECIPIENT. Notwithstanding the above,
2 this term does not include part-time or per-diem employees, subcontractors, agents, and other persons
3 who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that
4 any such individuals shall become Covered Individuals at the point when they work more than one
5 hundred sixty (160) hours during the calendar year. SUBRECIPIENT shall ensure that all Covered
6 Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program,
7 Code of Conduct and related policies and procedures (or SUBRECIPIENT's own compliance program,
8 code of conduct and related policies and procedures if SUBRECIPIENT has elected to use its own).

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

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

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

15 3. SUBRECIPIENT shall screen prospective Covered Individuals prior to hire or engagement.
16 SUBRECIPIENT shall not hire or engage any Ineligible Person to provide services relative to this
17 Contract.

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

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

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

35 7. SUBRECIPIENT shall notify ADMINISTRATOR immediately if a Covered Individual or
36 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
37 screened. Such individual or entity shall be immediately removed from participating in any activity

1 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or
2 sanction(s) to SUBRECIPIENT for services provided by ineligible person or individual.
3 SUBRECIPIENT shall promptly return any overpayments within forty-five (45) business days after the
4 overpayment is verified by ADMINISTRATOR.

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

7 1. SUBRECIPIENTs that do not have their own Compliance Program and who have therefore
8 acknowledged to comply with ADMINISTRATOR's Compliance Program shall use best efforts to
9 encourage completion by all Covered Individuals; provided, however, that at a minimum
10 SUBRECIPIENT shall assign at least one (1) designated representative to complete the General
11 Compliance Training when offered.

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

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

15 4. ADMINISTRATOR will track training completion while SUBRECIPIENT shall provide
16 copies of training certification upon request.

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

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

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

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

30 3. SUBRECIPIENT shall bill only for those eligible services actually rendered which are also
31 fully documented. When such services are coded, SUBRECIPIENT shall use proper billing codes
32 which accurately describes the services provided and must ensure compliance with all billing and
33 documentation requirements.

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

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

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

7. SUBRECIPIENT shall comply with the provisions of its Cultural Competency Plan which must be consistent with ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds. (c)- (d).

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

V. CONFIDENTIALITY

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

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

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

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

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

1 consultants, subcontractors, volunteers and interns.

2 C. SUBRECIPIENT is a public institution. COUNTY understands and agrees that as such,
3 SUBRECIPIENT is subject to the provisions of the California Public Records Act. In the event
4 SUBRECIPIENT receives a request to produce this Contract, or identify any term, condition, or aspect
5 of the Contract, SUBRECIPIENT shall notify COUNTY no less than three (3) business days prior to
6 releasing such information.

7 8 **VI. CONFLICT OF INTEREST**

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

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

25 26 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

27 A. SUBRECIPIENT certifies that it and its principals:

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

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

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

1 above.

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

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

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

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

14 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

32 2. If SUBRECIPIENT is a for-profit organization, any change in the business structure,
33 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
34 SUBRECIPIENT, change to another corporate structure, including a change to a sole proprietorship, or
35 a change in fifty percent (50%) or more of Board of Directors or any governing body of
36 SUBRECIPIENT at one time shall be deemed an assignment pursuant to this paragraph. Any attempted
37

1 assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

23 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
24 subcontract upon five (5) calendar days' written notice to SUBRECIPIENT if the SUBRECIPIENT
25 subsequently fails to meet the requirements of the Contract or any provisions that ADMINISTRATOR
26 has required. ADMINISTRATOR may disallow SUBRECIPIENT expenses reported by
27 SUBRECIPIENT.

28 2. No SUBRECIPIENT shall terminate or alter the responsibilities of SUBRECIPIENT to
29 COUNTY pursuant to the Contract.

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

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

35 D. SUBRECIPIENT shall notify COUNTY in writing of any change in the SUBRECIPIENT's
36 status with respect to name changes that do not require an assignment of the Contract. SUBRECIPIENT
37 is also obligated to notify COUNTY in writing if the SUBRECIPIENT becomes a party to any litigation

1 against COUNTY, or a party to litigation that may reasonably affect the SUBRECIPIENT's
2 performance under the Contract, as well as any potential conflicts of interest between SUBRECIPIENT
3 and County that may arise prior to or during the period of Contract performance. While
4 SUBRECIPIENT will be required to provide this information without prompting from COUNTY any
5 time there is a change in SUBRECIPIENT's name, conflict of interest or litigation status,
6 SUBRECIPIENT must also provide an update to COUNTY of its status in these areas whenever
7 requested by COUNTY.

8 **IX. DISPUTE RESOLUTION**

9 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
10 dispute concerning a question of fact arising under the terms of the Contract is not disposed of in a
11 reasonable period of time by SUBRECIPIENT and ADMINISTRATOR, such time not to exceed thirty
12 (30) calendar days after written notice of such dispute is given by one party to the other party, such
13 matter shall be brought to the attention of the County Purchasing Agent by way of the following
14 process:

15 1. SUBRECIPIENT shall submit to the County Purchasing Agent a written demand for a final
16 decision regarding the resolution of any dispute between the Parties arising under, related to, or
17 involving the Contract.

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

23 B. Pending the final resolution of any dispute arising under, related to, or involving the Contract,
24 COUNTY and SUBRECIPIENT agree to proceed diligently with the performance of their respective
25 duties and responsibilities pursuant to this Contract, including but not limited to the delivery of goods,
26 provision of services and/or disbursement of undisputed payments. SUBRECIPIENT's or COUNTY's
27 failure to proceed diligently shall be considered a material breach of the Contract.

28 C. Any decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be
29 signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not issue its decision or
30 agree to a negotiated resolution within ninety (90) calendar days of receipt of SUBRECIPIENT's
31 demand, COUNTY's decision shall be deemed adverse to SUBRECIPIENT's contentions. COUNTY's
32 decision is not binding on SUBRECIPIENT unless agreed to in writing by SUBRECIPIENT. If
33 SUBRECIPIENT does not agree with COUNTY's decision on the dispute for any reason,
34 SUBRECIPIENT may exercise any and all rights and remedies available to it by applicable law.

35 D. The Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret the Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

X. EMPLOYEE ELIGIBILITY VERIFICATION

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

XI. EXPENDITURE AND REVENUE REPORT

A. No later than sixty (60) calendar days following termination of this Contract, SUBRECIPIENT shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

B. SUBRECIPIENT may be required to submit periodic Expenditure Reports throughout the term of this Contract.

XII. FACILITIES, PAYMENTS, AND SERVICES

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

B. In the event that SUBRECIPIENT is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed. The reduction to the Amount Not to Exceed shall be in an amount proportionate to the number of days in which SUBRECIPIENT was determined to be unable to provide services, staffing, facilities or supplies.

XIII. INDEMNIFICATION AND INSURANCE

A. SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any

1 claims, demands or liability of any kind or nature, including but not limited to personal injury or
2 property damage, arising from or related to the services, products or other performance provided by
3 SUBRECIPIENT pursuant to this Contract, but only in proportion to and to the extent such claims,
4 demands or liability are caused by or result from the negligent or intentional acts or omissions of
5 SUBRECIPIENT, its officers, employees or agents. If judgment is entered against SUBRECIPIENT
6 and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of
7 COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be
8 apportioned as determined by the court. Neither Party shall request a jury apportionment. COUNTY
9 agrees to indemnify, defend and hold SUBRECIPIENT, its officers, employees, agents, directors,
10 members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or
11 liability of any kind or nature, including but not limited to personal injury or property damage, arising
12 from or related to the services, products or other performance provided by COUNTY pursuant to this
13 Contract, but only in proportion to and to the extent such claims, demands or liability are caused by or
14 result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.
15 If judgment is entered against COUNTY and SUBRECIPIENT by a court of competent jurisdiction
16 because of the concurrent active negligence of SUBRECIPIENT, SUBRECIPIENT and COUNTY agree
17 that liability will be apportioned as determined by the court. Neither Party shall request a jury
18 apportionment.

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

27 C. SUBRECIPIENT shall not allow subcontractors to work if subcontractors have less than the
28 level of coverage required by COUNTY from SUBRECIPIENT under this Contract. It is the obligation
29 of SUBRECIPIENT to provide notice of the insurance requirements to every SUBRECIPIENT and to
30 receive proof of insurance prior to allowing any SUBRECIPIENT to begin work. Such proof of
31 insurance must be maintained by SUBRECIPIENT through the entirety of this Contract for inspection
32 by COUNTY representative(s) at any reasonable time.

33 D. All SIRs shall be clearly stated on the COI. If
34 SUBRECIPIENT is self-insured, SUBRECIPIENT, in addition to, and without limitation of any other
35 indemnity provision(s) in this Contract, agrees to all of the following:

36 1. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
37 which the duty to defend stated above applies, and the SUBRECIPIENT's SIR provision shall be

1 interpreted as though the SUBRECIPIENT was an insurer and the COUNTY was the insured.

2 E. If SUBRECIPIENT fails to maintain insurance, or a program of self-insurance, as required in
3 this Paragraph XI (INDEMNIFICATION AND INSURANCE) for the full term of this Contract, such
4 failure shall constitute a breach of SUBRECIPIENT's obligation hereunder and ground for COUNTY to
5 terminate this Contract.

6 F. QUALIFIED INSURER

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

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

15 G. The policy or policies of insurance maintained by SUBRECIPIENT shall provide the minimum
16 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
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

36 H. REQUIRED COVERAGE FORMS

37 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a

1 substitute form providing liability coverage at least as broad.

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

4 I. SUBRECIPIENT shall notify COUNTY in writing within thirty (30) days of any policy
5 cancellation and within ten (10) 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 SUBRECIPIENT's obligation hereunder and ground for COUNTY to terminate this Contract.

8 M. If SUBRECIPIENT's Professional Liability, Technology Errors & Omissions and/or Network
9 Security & Privacy Liability (is) policy are "claims made" policy (ies), SUBRECIPIENT shall agree to
10 maintain Professional Liability coverage for two (2) years following completion of Contract.

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

13 O. COUNTY expressly retains the right to require SUBRECIPIENT to increase or decrease
14 insurance of any of the above insurance types throughout the term of this Contract, upon execution of an
15 appropriate amendment, signed by both parties. Any increase or decrease in insurance will be as
16 deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

17 P. COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements
18 and the parties will work together in good faith to execute an amendment to the Contract to change the
19 insurance requirements listed therein. If SUBRECIPIENT does not deposit copies, of acceptable COIs
20 and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt
21 of the fully executed amendment signed by both parties, such failure shall constitute a breach of
22 SUBRECIPIENT's obligation hereunder and ground for termination of this Contract by COUNTY.

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

26 R. SUBMISSION OF INSURANCE DOCUMENTS

27 1. The COI and endorsements shall be provided to COUNTY as follows:
28 a. Prior to the start date of this Contract.
29 b. No later than the expiration date for each policy.
30 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
31 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

37 a. ADMINISTRATOR may withhold or delay any or all payments due SUBRECIPIENT

pursuant to any and all Contracts between COUNTY and SUBRECIPIENT until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

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

S. Insurance to be Maintained by COUNTY.

1. COUNTY shall, at its sole cost and expense, insure its activities in connection with this Contract and obtain, keep in force, and maintain policies of insurance or programs of self-insurance with the minimum limits and coverage as set forth below, and such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of COUNTY and SUBRECIPIENT against other insurable risks relating to performance:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence \$5,000,000 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
Professional Liability Insurance	\$2,000,000 per claims -made \$5,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

2. COUNTY shall furnish SUBRECIPIENT with Certificates of Insurance or other evidence of compliance with the above requirements upon request. COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to SUBRECIPIENT. Failure to provide written notice of cancellation shall constitute a breach of COUNTY's obligation hereunder and ground for SUBRECIPIENT to terminate this Contract.

XIV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records of SUBRECIPIENT that are directly pertinent to this Contract, provided such disclosure is permitted under HIPAA, as defined in subject to Article XV, Paragraph D of this Contract (LICENSES AND LAWS), and all other privacy laws and regulations, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times, upon prior written notice, inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. COUNTY shall provide SUBRECIPIENT with at least fifteen (15) days' prior written notice of such inspections or evaluations; provided, however, that the State of California, or duly authorized representative, shall be required to provide at least seventy-two (72) hours' notice for its onsite inspections and evaluations. Unannounced inspections, evaluations or requests for information may be made in those situations where arrangement of an appointment beforehand is not possible or is inappropriate due to the nature of the inspection or evaluation.

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

D. AUDIT RESPONSE

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

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

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

F. COUNTY shall provide SUBRECIPIENT with at least seventy-two (72) hours' notice of such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be made in those situations where arrangement of an appointment beforehand is not possible or is inappropriate due to the nature of the inspections or evaluation.

XV. LICENSES AND LAWS

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

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

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH03
Rockville, MD 20879

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building Room 5527
Washington, DC 20201
Fax: (202)2050604

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

1. ARRA of 2009.
2. 42 CFR, Public Health, H&SC 121025.
3. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
5. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
6. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
7. 45 CFR Part 76, Drug Free Work Place.
8. CCR, Title 22, Division 6, Community Care Licensing Division.
9. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
10. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
11. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).
12. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants Policy Statement (10/13).
13. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
14. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).
15. Code of Federal Regulations, Title 42, Public Health.
16. 45 CFR part 75-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
17. Section 106 (g) of the Trafficking Victims Act of 2000, as amended (22 U.S.C. 7104).
18. Further Consolidated Appropriations Act, 2020.
19. Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b)).
20. Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as

1 amended by section 6202 of Public Law 110-252.

2
3 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

4 A. Any written information or literature, including educational or promotional materials,
5 distributed by SUBRECIPIENT to any person or organization for purposes directly related to this
6 Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR
7 before distribution. For the purposes of this Contract, distribution of written materials shall include, but
8 not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as
9 the Internet.

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

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

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

24 E. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
25 presently existing or later established, of the other party nor its employees in any advertisement, press
26 release or publicity with reference to this Contract without the prior written approval of the other party's
27 authorized official. Requests for approval shall be made to ADMINISTRATOR's or to
28 SUBRECIPIENT's signatory on this Contract. SUBRECIPIENT may represent itself as a contracted
29 provider of Public Health Medical Services for the residents of Orange County as provided in
30 Subparagraph A. above. ADMINISTRATOR may include reference to Public Health Medical Services
31 provided by SUBRECIPIENT in informational materials relating to the continuum of care provided
32 using federal, state and county funds.

33
34 **XVII. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, SUBRECIPIENT shall pay no less than the greater of the
37 federal or California Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Contract, in any manner whatsoever. SUBRECIPIENT shall require and verify that all
2 its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of
3 the federal or California Minimum Wage.

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

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

11 12 **XVIII. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

34 5. All solicitations or advertisements for employees placed by or on behalf of
35 SUBRECIPIENT and/or subcontractor shall state that all qualified applicants will receive consideration
36 for employment without regard to race, religious creed, color, national origin, ancestry, physical
37 disability, mental disability, medical condition, genetic information, marital status, sex, gender,

gender identity, gender expression, age, sexual orientation, or military and/or veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

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

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

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

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

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

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

F. Upon a finding of discrimination by the United States Equal Employment Opportunity Commission, State Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhausting any and all appeals, this Contract may be canceled, terminated or suspended in whole or in part and SUBRECIPIENT or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

3 4 **XX. NOTIFICATION OF DEATH**

5 A. Upon becoming aware of the death of any person served pursuant to this Contract,
6 SUBRECIPIENT shall use best efforts to immediately notify ADMINISTRATOR.

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

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

15 2. WRITTEN NOTIFICATION

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

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

24 C. If there are any questions regarding the cause of death of any person served pursuant to this
25 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
26 the death, SUBRECIPIENT shall use best efforts to immediately notify ADMINISTRATOR in
27 accordance with this Notification of Death Paragraph.

28 29 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

1 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

2 A. SUBRECIPIENT, its officers, agents, employees and subcontractors shall, throughout the term
3 of the Contract, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with the Contract and all applicable requirements.

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

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

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

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

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

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

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

26 I. SUBRECIPIENT shall notify ADMINISTRATOR of any PRA requests related to, or arising
27 out of, the Contract, within forty-eight (48) hours. SUBRECIPIENT shall provide ADMINISTRATOR
28 all information that is requested by the PRA request.

29
30 **XXIII. RESEARCH AND PUBLICATION**

31 SUBRECIPIENT shall not utilize information and/or data received from COUNTY, or arising out
32 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
33 publication.

34 **XXIV. REVENUE**

35 A. CLIENT FEES – SUBRECIPIENT shall charge a fee to clients to whom services are provided
36 pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system
37 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,

1 but it shall not exceed the actual cost of services provided. No person shall be denied services because
2 of an inability to pay.

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

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

13 14 **XXV. SEVERABILITY**

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

20 21 **XXVI. SPECIAL PROVISIONS**

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

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

1 Schedule may be found at www.opm.gov.

2 8. Severance pay for separating employees.

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

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

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

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

11 13. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

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

31 **XXVII. STATUS OF SUBRECIPIENT**

32
33 SUBRECIPIENT is, and shall at all times be deemed to be, an independent contractor and shall be
34 wholly responsible for the manner in which it performs the services required of it by the terms of this
35 Contract. Each party is entirely responsible for compensating staff, subcontractors, and consultants
36 employed by that party. This Contract shall not be construed as creating the relationship of employer
37 and employee, or principal and agent, between COUNTY and SUBRECIPIENT or any of

SUBRECIPIENT's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

XXVIII. TERM

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

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

XXIX. TERMINATION

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

B. Unless otherwise specified in this Contract, either party may terminate this Contract upon five (5) calendar days' written notice if the other party fails to perform any of the terms of this Contract. At the non-defaulting party's sole discretion, the defaulting party may be allowed up to thirty (30) calendar days for corrective action.

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

1. The loss by SUBRECIPIENT of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBRECIPIENT's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBRECIPIENT of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if SUBRECIPIENT

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

3 D. CONTINGENT FUNDING

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

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

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

9 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
10 terminate or renegotiate this Contract upon written notice given SUBRECIPIENT. If COUNTY elects
11 to renegotiate this Contract due to reduced or terminated funding, SUBRECIPIENT shall not be
12 obligated to accept the renegotiated terms.

13 E. In the event this Contract is suspended or terminated prior to the completion of the term as
14 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole
15 discretion, reduce the Amount Not to Exceed of this Contract in an amount proportionate to the reduced
16 term of the Contract.

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

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

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

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

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

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

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

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

34 8. To the extent services are terminated, cancel outstanding commitments covering the
35 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
36 commitments which relate to personal services. With respect to these canceled commitments,
37 SUBRECIPIENT shall submit a written plan for settlement of all outstanding liabilities and all claims

1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

3 G. The rights and remedies of each party provided in this Termination Paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

5
6 **XXX. THIRD PARTY BENEFICIARY**

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

9
10 **XXXI. WAIVER OF DEFAULT OR BREACH**

11 Waiver by either party of any default by the other party shall not be considered a waiver of any
12 subsequent default. Waiver by either party of any breach by the other party of any provision of this
13 Contract shall not be considered a waiver of any subsequent breach. Waiver by either party of any
14 default or any breach by the other party shall not be considered a modification of the terms of this
15 Contract.

16
17 **XXXIII. THE REGENTS**

18 COUNTY acknowledges that the Regents of the University of California ("The Regents") have entered
19 into this Contract solely on behalf of and with respect to The Regents of the University of California, as
20 described in Article IX, Section 9 of the California constitution, on behalf of the University of
21 California, Irvine Medical Center and UCI University Physicians & Surgeons, and not on behalf of or
22 with respect to any other division, business or operating unit, enterprise, facility, group, plan, or
23 program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents,
24 including, without limitation, any other university, campus, health system, medical center, hospital,
25 clinic, medical group, physician, or health or medical plan or program (collectively, the "Excluded UC
26 Affiliates"). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding
27 any other provision contained in this Contract:

28 1. All obligations of The Regents under this Contract shall be limited to The Regents as and when acting
29 solely on behalf of or with respect to the University of California, Irvine Medical Center and UCI
30 University Physicians & Surgeons, and shall in no way obligate, be binding on or restrict the business or
31 operating activities of any of the Excluded UC Affiliates;

32 2. None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the
33 Regents or of the University of California, Irvine Medical Center and UCI University Physicians &
34 Surgeons, for any purpose under this Contract; and

35 3. The University of California, Irvine, Medical Center and UCI University Physicians & Surgeons,
36 through The Regents or otherwise, shall have the right to participate in, provide services under, contract
37 as part of, and otherwise be involved in the management or operation of, any health or medical

1	insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by
2	The Regents on a system-wide basis.
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IN WITNESS WHEREOF, the parties have executed this Contract, in the County of Orange, State of California.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER AND UCI UNIVERSITY PHYSICIANS & SURGEONS

Signed by:
 BY: Randolph Siwabessy
 254A2B762733426...

DATED: 4/23/2025

PRINTED NAME: Randolph Siwabessy

TITLE: SVP & CFO

COUNTY OF ORANGE

BY: _____
 HEALTH CARE AGENCY

DATED: _____

PRINTED NAME: _____

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

Signed by:
 BY: Brittany McLean
 71CFE638662E411...
 DEPUTY

DATED: 4/23/2025

PRINTED NAME: Brittany McLean

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

EXHIBIT A
TO CONTRACT FOR PROVISION OF
PUBLIC HEALTH MEDICAL AND HOSPITAL LIAISON SERVICES
BETWEEN
COUNTY OF ORANGE

AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF
CALIFORNIA, IRVINE MEDICAL CENTER AND UCI UNIVERSITY PHYSICIANS &
SURGEONS
JULY 1, 2025 THROUGH JUNE 30, 2028

I. ASSURANCES

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

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

B. Notify COUNTY immediately, in writing, if SUBRECIPIENT or any of its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

C. Catalog of Federal Domestic Assistance (CFDA) Information

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

CFDA Year: 2025-2026

CDA #: 93.914

FAIN No.: H8900019

Program Title: HIV Emergency Relief Project Grants

Federal Agency: Department of Health and Human Services

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

Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 25.00%

Amount: \$35,910

R&D Award: No

CFDA Year: 2025-2026

CDA #: 93.917

1	FAIN No.:	X0712778
2	Program Title:	Grants to States and Territories
3	Federal Agency:	Department of Health and Human Services
4		The Ryan White HIV/AIDS Program (Part B) (RWHAP) – known in California as
5	Award Name:	the HIV Care Program (HCP)
6	Indirect Rate:	California Department of Public Health Approved Indirect Cost Rate 25.00%
7	Amount:	\$80,460
8	R&D Award:	No
9		
10	CFDA Year:	2025-2026
11	CDA #:	93.918
12	FAIN No.:	H7600146
13		Grants to Provide Outpatient Early Intervention Services with Request to HIV
14	Program Title:	Disease
15	Federal Agency:	Department of Health and Human Services
16	Award Name:	Ryan White Part C Outpatient Early Intervention Services (EIS) Program (Ryan
17		White Part C)
18	Indirect Rate:	California Department of Public Health Approved Indirect Cost Rate 25.00%
19	Amount:	\$19,370
20	R&D Award:	No
21		
22	CFDA Year:	2025 - 2026
23	CDA #:	93.686
24	FAIN No.:	UT833953
25		Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program
26	Program Title:	Parts A and B
27	Federal Agency:	Department of Health and Human Services
28	Award Name:	Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program
29		Parts A and B (EHE)
30	Indirect Rate:	California Department of Public Health Approved Indirect Cost Rate 25.00%
31	Amount:	\$13,260
32	R&D Award:	No
33		
34	CFDA Year:	Not applicable
35	CDA #:	Not applicable
36	FAIN No.:	Not applicable
37	Program Title:	Not applicable

Non-federal. Health realignment funds and Net County Costs are used for TB

Federal Agency: Liaison (Hospitalist) Services

Award Name: Not applicable

Indirect Rate: Not applicable

Amount: \$52,500

R&D Award: No

2. SUBRECIPIENT may be required to have an audit conducted in accordance with 31 USC7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. SUBRECIPIENT shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

3. ADMINISTRATOR may revise the CFDA information listed above and shall notify SUBRECIPIENT in writing of said revisions.

II. CULTURAL COMPETENCY

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

III. DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

A. Fiscal Intermediary: The entity authorized by COUNTY to receive, process, and pay SUBRECIPIENT's claims for services provided.

B. Liaison (Hospitalist/Physician) Services: Enhanced coordination of physician care and improved communication with attending physicians.

C. Inpatient Services: All Medical Services including Critical Care, Non-Critical Care, and Isolation Services, which are provided by SUBRECIPIENT to patients receiving treatment that requires a hospital stay, excepting Physician Services, pursuant to the Contract.

D. Medical Services: Any authorized service or exam deemed medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health.

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1 E. Outpatient Services: All Medical Services including emergency room, specialty, and diagnostic
2 services, which are provided by SUBRECIPIENT to patients receiving treatment that does not require a
3 hospital stay, excepting Physician Services, pursuant to the Contract.

4 F. Physician Services: All Medical Services, which are provided by a licensed physician,
5 including supervision of interns and residents.

6 G. Public Health Patients:

7 1. Persons referred to SUBRECIPIENT by ADMINISTRATOR, including those with a
8 confirmed or suspected communicable disease, and adult mental health persons needing medical care.

9 2. Inpatient(s) with no other source of payment who, at the time SUBRECIPIENT proposes to
10 discharge the person, ADMINISTRATOR determines public health considerations require that the
11 patient remain in the hospital and denies approval of the discharge. COUNTY financial responsibility
12 shall commence on the date ADMINISTRATOR denies approval of the discharge.

13 H. Prior Authorization Request (PA)/Treatment Authorization Request (TAR): A written or
14 electronic request from ADMINISTRATOR to SUBRECIPIENT authorizing Medical Services for
15 Public Health Patients.

16 I. Usual and Customary Charge: The amount which SUBRECIPIENT normally or usually charges
17 the majority of its patients for a specified type of service, including the types of Medical Services
18 provided hereunder.

19
20 **IV. INTERRUPTION OF SERVICES**

21 If SUBRECIPIENT is unable to provide or arrange for the provision of a substantial portion of the
22 services hereunder for twenty (20) consecutive calendar days, COUNTY may terminate all or a portion
23 of the Contract upon ten (10) calendar days prior written notice given at any time during or after such
24 period to SUBRECIPIENT.

25
26 **V. ISSUE RESOLUTION**

27 For resolution of issues between SUBRECIPIENT and ADMINISTRATOR with respect to the
28 implementation and operation of the Contract or ADMINISTRATOR's policies and procedures
29 regarding services described herein, the following sequential steps shall apply:

30 A. SUBRECIPIENT shall routinely utilize all informal communication processes and methods
31 with ADMINISTRATOR's staff including, but not limited to, telephone contact, facsimile machine
32 (FAX), written correspondence, secure electronic communication and meetings, to resolve any issues or
33 problems regarding the implementation and operation of the Contract or ADMINISTRATOR's policies
34 and procedures regarding services described herein.

35 B. If the parties are unable to resolve the issue, SUBRECIPIENT shall give written notice to
36 ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or
37 concern related to the purposes and obligations of the Contract. ADMINISTRATOR shall have fifteen

(15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) calendar days.

C. If the parties are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above, to ADMINISTRATOR's Director of Public Health for final resolution.

D. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

VI. MEDICAL RECORDS

A. SUBRECIPIENT shall retain medical records in accordance with the Records Management and Maintenance Paragraph in the Contract.

B. Medical records shall be and remain the property of SUBRECIPIENT and shall not be removed or transferred from SUBRECIPIENT except in accordance with applicable COUNTY, state and federal statutes and regulations, and SUBRECIPIENT's regulations. For urgent requests and to the extent permitted by law, in accordance with procedures required by law, , SUBRECIPIENT shall permit ADMINISTRATOR to inspect and make copies of said records upon twenty-four (24) hours prior written notice from ADMINISTRATOR. For non-urgent requests, ADMINISTRATOR shall provide CONTRACTOR with not less than five (5) business days' notice of such a request to inspect and make copies of said records. SUBRECIPIENT shall provide copies of such records to ADMINISTRATOR and any person authorized by ADMINISTRATOR upon request. Consultation reports for Public Health Patients referred to SUBRECIPIENT for specialty and diagnostic services shall be provided to ADMINISTRATOR within fourteen (14) calendar days of the visit, or sooner if SUBRECIPIENT receives an urgent request from ADMINISTRATOR.

VII. PAYMENTS

A. Primary HIV Medical Care Services.

1. COUNTY shall compensate SUBRECIPIENT for providing Primary HIV Medical Care Physician Services at the following rates:

- a. Period One: \$189.00 per hour
- b. Period Two: \$208.00 per hour
- c. Period Three: \$230.00 per hour

2. COUNTY shall compensate SUBRECIPIENT for providing Primary HIV Medical Care Physician Liaison Services, in the following amounts:

- a. Period One: \$6,793.00 per quarter
- b. Period Two: \$7,098.00 per quarter
- c. Period Three: \$7,382.00 per quarter

B. Public Health Services.

1 1. COUNTY shall compensate SUBRECIPIENT for providing Public Health Physician
2 Liaison Services, in the following amounts:

- 3 a. Period One: \$13,716.00 per quarter
4 b. Period Two: \$14,333.00 per quarter
5 c. Period Three: \$14,906.00 per quarter

6 2. COUNTY has created the Public Health Services (PHS) impress account through the Fiscal
7 Intermediary Services contract with Advanced Medical Management, Inc. for processing and
8 reimbursement of all claims submitted for Medical and/Dental Services provided to Public Health
9 Services.

10 3. COUNTY, through its contracted Fiscal Intermediary, shall compensate SUBRECIPIENT
11 for providing Public Health Inpatient Critical Care, Non-Critical Care and Isolation Services and
12 Outpatient Specialty Medical Services, at the following rates:

- 13 a. Period One: Thirty-eight percent (38%) of SUBRECIPIENT's billed Usual and
14 Customary Charges
15 b. Period Two: Thirty-nine percent (39%) of SUBRECIPIENT's billed Usual and
16 Customary Charges
17 c. Period Three: Forty percent (40%) of SUBRECIPIENT's billed Usual and Customary
18 Charges

19 4. COUNTY, through its contracted Fiscal Intermediary, shall compensate SUBRECIPIENT
20 for providing Public Health Physician Services, except Anesthesia services, at the following rates, which
21 are expressed as a percentage of the current Medicare Resource-Based Relative Value Scale fee
22 schedule for Area 18:

- 23 a. Period One: One hundred seventy-eight and three-tenths percent (178.3%)
24 b. Period Two: One hundred eighty-six and three-tenths percent (186.3%)
25 c. Period Three: One hundred ninety-three and eight-tenths percent (193.8%)

26 5. COUNTY, through its contracted Fiscal Intermediary, shall compensate SUBRECIPIENT
27 for Anesthesia services at the following rate for periods one, two and three: \$63.00 per ASA Base unit.

28 6. SUBRECIPIENT shall convert all billings for Physician Services to Medicare rates or ASA
29 rate as applicable, prior to submitting billings to COUNTY's Fiscal Intermediary. SUBRECIPIENT
30 shall make payment to physicians for Physician Services.

31 D. BILLING

32 1. Primary HIV Medical Care Services.

33 a. SUBRECIPIENT shall submit biweekly invoices in arrears on a form provided by
34 ADMINISTRATOR for Primary HIV Medical Care Physician Services and shall include the number of
35 hours of physician services provided each week and supporting documentation as may be required by
36 ADMINISTRATOR.

37 b. SUBRECIPIENT shall submit quarterly invoices in arrears on a form provided by

ADMINISTRATOR for Primary HIV Medical Care Physician Liaison Services and any supporting documentation as may be required by ADMINISTRATOR.

c. COUNTY shall reimburse SUBRECIPIENT for services, and SUBRECIPIENT shall be responsible for payment to physician for services. COUNTY may withhold payment if services are not provided in accordance with Section IX of this Exhibit A of the Contract.

2. Public Health Services.

a. SUBRECIPIENT shall submit quarterly invoices in arrears on a form provided by ADMINISTRATOR for Public Health Physician Liaison Services and any supporting documentation as may be required by ADMINISTRATOR.

b. COUNTY shall reimburse SUBRECIPIENT for services, and SUBRECIPIENT shall be responsible for payment to physician for Public Health Physician Liaison Services. COUNTY may withhold payment if services are not provided in accordance with Section IX of this Exhibit A of the Contract.

c. Public Health Inpatient Critical Care, Non-Critical Care and Isolation Services and Outpatient Specialty Medical Services.

i. SUBRECIPIENT shall submit to the contracted Fiscal Intermediary, claims for patient billings for Inpatient Critical Care, Non-Critical Care and Isolation Services and Outpatient Specialty Medical Services as described in Subparagraph IX.B. of this Exhibit A of the Contract. SUBRECIPIENT shall include the following information: patient name, date of birth, PA/TAR number, date of service, number and type of service, diagnosis code, Usual and Customary Charges, and private insurance and Medicare and Medi-Cal payment denials, when appropriate. SUBRECIPIENT shall not be required to retain PA/TARs for more than one hundred eighty (180) calendar days from billing date.

ii. SUBRECIPIENT shall submit Inpatient Critical Care, Non-Critical Care and Isolation Services and Outpatient Specialty Medical Services claims within ninety (90) calendar days of the dates of service provided, unless the delay is related to the third-party payer reimbursement and/or appeal process as outlined in Subparagraph E. below. COUNTY shall have no liability for payment of claims submitted more than one hundred eighty (180) calendar days after the dates of service provided unless the delay is related to the third-party payer reimbursement and/or appeal process.

E. Third-Party Reimbursement for Inpatient Critical Care, Non-Critical Care and Isolation Services and Outpatient Specialty Medical Services:

1. SUBRECIPIENT shall first bill other third-party payers for Inpatient Critical Care, Non-Critical Care and Isolation Services and Outpatient Specialty Medical Services, including but not limited to, private insurance, Medicare, Medi-Cal, and CalOptima. When billing COUNTY for patients for whom revenue has not been received, SUBRECIPIENT shall submit to COUNTY a copy of the written denial of payment.

2. SUBRECIPIENT shall appeal all denials of services related to third-party payers in a timely fashion prior to submitting invoices to COUNTY for payment.

1 3. COUNTY shall not reimburse services where SUBRECIPIENT has not billed or appealed the
2 claim to a third-party payer according to industry standards.

3 4. Any reimbursement of services by COUNTY for Public Health Patients shall be limited to
4 reimbursement of services for which no payment is or will be made through a third-party payer.
5 COUNTY shall not reimburse any deductibles or co-payments required by a Public Health Patient's
6 insurance coverage.

7 5. SUBRECIPIENT shall submit Inpatient Critical Care, Non-Critical Care and Isolation
8 Services and Outpatient Specialty Medical Services claims with dates of service no older than those
9 provided in the past ninety (90) calendar days, unless the delay is related to the third-party payer appeal
10 process. COUNTY has no liability for payment of claims or invoices submitted more than one hundred
11 eighty (180) calendar days after the dates of service provided, unless the delay is related to the third-
12 party payer appeal process. If claims are submitted more than ninety (90) calendar days after the dates
13 of services provided, SUBRECIPIENT shall include supporting documentation of a third party payer
14 appeal process for said claims. COUNTY has no liability for payment of claims or invoices delayed due
15 to a third-party payer appeal process if claims or invoices submitted are more than one hundred eighty
16 (180) calendar days after the dates of service provided.

17 6. The Fiscal Intermediary will deny all claims that do not meet the conditions and requirements
18 of this Contract for claim submission, processing, and reimbursement.

19 7. COUNTY shall pay SUBRECIPIENT within forty-five (45) business days of receipt of
20 claims, invoices, and documentation specified above.

21 8. For services which SUBRECIPIENT is unable to provide and must secure from an
22 independent entity, COUNTY shall reimburse SUBRECIPIENT at rates as specified in Subparagraphs
23 B. and C. above. The billing shall be submitted on an itemized invoice separate from claims or invoices
24 specified in Subparagraph D. above and shall be accompanied by supporting documentation which shall
25 be retained in SUBRECIPIENT's and ADMINISTRATOR's files.

26 9. SUBRECIPIENT shall obtain the following service authorizations:

27 a. Authorization for emergency Medical Services or emergency Inpatient Services shall
28 consist of a PA/TAR approved by ADMINISTRATOR.

29 b. Prior authorization for non-emergency Inpatient and Outpatient Services shall consist
30 of a PA/TAR approved by ADMINISTRATOR.

31 10. Billing, service authorization, and data reporting requirements set forth in the Contract may
32 be amended by mutual written contract between SUBRECIPIENT and ADMINISTRATOR.

33 34 **VIII. REPORTS**

35 A. SUBRECIPIENT shall maintain records and make statistical reports as required by
36 ADMINISTRATOR on forms provided by either party.

37 B. ADMINISTRATOR may request reasonable reports of SUBRECIPIENT in order to determine

the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30) calendar days for SUBRECIPIENT to respond.

IX. SERVICES

A. Primary HIV Medical Care Physician Services and Primary HIV Medical Care Physician Liaison Services:

1. SUBRECIPIENT shall provide Primary HIV Medical Care Physician Services not to exceed six hundred forty five (645) hours per year in a County-operated clinic for each Period as indicated in the Referenced Contract Provisions of this Contract.

2. SUBRECIPIENT shall provide quarterly Primary HIV Medical Care Physician Liaison Services each Period as indicated in the Referenced Contract Provisions of this Contract.

3. SUBRECIPIENT shall provide physicians with Board Certification in Infectious Disease and HIV Specialist.

4. Primary HIV Medical Care Physician Services shall consist of licensed physician services and shall include medical consultations and/or examinations, preparation of comprehensive histories and maintenance of medical records and charts for patients, initiation of diagnosis, prescription and administration of treatment, and other such duties of a similar nature as directed by COUNTY Health Officer or designee.

5. SUBRECIPIENT shall be compensated for any physician hours provided in a County-operated clinic. All physician hours will be compensated in accordance with and at the rates specified in the Payments Paragraph of this Exhibit A to the Contract. SUBRECIPIENT shall provide physician services in accordance with a schedule established by ADMINISTRATOR.

6. SUBRECIPIENT shall provide a Primary HIV Medical Care Physician Liaison who shall coordinate care of all referred communicable disease patients with ADMINISTRATOR. If HIV Liaison is unable to perform said Physician Liaison services due to vacations, illnesses, and other planned and unplanned absences, SUBRECIPIENT shall give ADMINISTRATOR advanced notice and provide a back-up for said HIV Physician Liaison. HIV Physician Liaison and back-up HIV liaison shall be physicians Board certified in pulmonary or infectious disease medicine, with five (5) years or more experience in the diagnosis and treatment of individuals with communicable diseases. The HIV Physician Liaison and back-up HIV liaison shall be persons mutually agreed upon by both parties. The HIV Physician Liaison shall perform the following duties, and such others as are deemed appropriate by ADMINISTRATOR:

a. Hospitalized Patients with Suspected or Confirmed HIV or Other Communicable Diseases

1). Coordinate and expedite the admissions process for Public Health Patients referred or transferred for hospitalization at UCIMC.

2). Provide guidance to UCIMC Ward Teams and UCIMC's Infectious Disease Team

1 regarding medical progress management and medical preparation of patient for discharge.

2 3). Coordinate discharge planning with SUBRECIPIENT's and ADMINISTRATOR's
3 case managers.

4 4). Conduct direct examinations of patients with difficult diagnostic or management
5 problems on an as-needed basis.

6 5). Counsel family members on an as-needed basis.

7 6). Develop and update Care Path Guidelines for outpatient diagnosis and management
8 of suspected or confirmed HIV or other communicable diseases.

9 b. Outpatient Specialty Medical Referrals

10 1). Coordinate and expedite arrangements for timely outpatient clinic consultations
11 with various specialty clinics for Public Health Patients referred for complicated diagnostic or disease
12 management problems.

13 2) Review and update administrative systems for interdepartmental consultations on
14 outpatient referrals.

15 c. UCIMC/ADMINISTRATOR Conferences

16 1). Participate in ADMINISTRATOR's HIV Clinic Risk Case Presentation meetings
17 at a minimum of four (4) times per year.

18 d. Additional Responsibilities

19 1). Assist ADMINISTRATOR's HIV Clinic Medical Director with at least two (2)
20 revisions of guidelines and provision of HIV Clinic staff training.

21 B. Public Health Physician Liaison Services

22 1. SUBRECIPIENT shall work with COUNTY physicians to facilitate the care of Public Health
23 Patients with communicable diseases such as TB and HIV, SUBRECIPIENT's case managers to
24 facilitate discharges and transfers and SUBRECIPIENT's outpatient clinic managers to facilitate
25 coordination of care.

26 2. SUBRECIPIENT shall provide a TB Physician Liaison who shall coordinate care of all
27 referred communicable disease patients with ADMINISTRATOR. If TB Physician Liaison is unable to
28 perform said Public Health Physician Liaison services due to vacations, illnesses, and other planned and
29 unplanned absences, SUBRECIPIENT shall give ADMINISTRATOR advance notice and provide a
30 back-up for said TB Physician Liaison. The TB Physician Liaison and back-up Physician Liaison shall
31 be physicians Board certified in pulmonary or infectious disease medicine, with five (5) years or more
32 experience in the diagnosis and treatment of individuals with communicable diseases. The TB
33 Physician Liaison and back-up Physician Liaison shall be persons mutually agreed upon by both parties.
34 The TB Physician Liaison shall perform the following duties, and such others as are deemed appropriate
35 by ADMINISTRATOR:

36 a. Hospitalized Patients with Suspected or Confirmed TB or Other Communicable
37 Diseases

- 1) Coordinate and expedite the admissions process for Public Health Patients referred or transferred for hospitalization at UCIMC.
 - 2) Provide guidance to UCIMC Ward Teams and UCIMC's Infectious Disease Team regarding medical progress management and medical preparation of patient for discharge.
 - 3) Coordinate discharge planning with SUBRECIPIENT's and ADMINISTRATOR's case managers.
 - 4) Conduct direct examinations of patients with difficult diagnostic or management problems on an as-needed basis.
 - 5) Counsel family members on an as-needed basis.
 - 6) Develop and update Care Path Guidelines for inpatient diagnosis and management of suspected or confirmed TB or other communicable diseases.
- b. Comprehensive Emergency Medical Services including all Physician Services provided by the physician on duty and consulting physician; all routine, general, diagnostic services including CT and MRI scans; and other Medical Services required during the visit including, but not limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care.
 - c. Specialty Medical Services including all Physician Services and all diagnostic, routine, general, and other Medical Services required by an outpatient during the visit, including, but not limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing support or care during the course of the visit. Specialty Medical Services to be provided by SUBRECIPIENT shall include, but not be limited to, internal medicine, respiratory/pulmonary medicine, infectious disease, otolaryngology, ophthalmology, orthopedics, urology, gynecology, rheumatology, hematology, dermatology, and radiation therapy. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if SUBRECIPIENT receives an urgent PA/TAR from ADMINISTRATOR.
 - d. Diagnostic Services including all Physician Services and technical components for complex laboratory or x-ray services including, but not limited to, radiology (radiographs, CT, and MRI scans), bronchoscopes, biopsies, ultrasounds, and other specialized tests. Services shall be provided within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if SUBRECIPIENT receives an urgent PA/TAR from ADMINISTRATOR.
 - e. Outpatient Specialty Medical Referrals
 - 1). Coordinate and expedite arrangements for timely outpatient clinic consultations with various specialty clinics for Public Health Patients referred for complicated diagnostic or disease management problems.
 - 2). Review and update administrative systems for interdepartmental consultations on outpatient referrals.
 - f. Laboratory
 - 1). Act as liaison with UCIMC Mycobacteriology Laboratory regarding diagnostic

1 | problems, selecting specimens for referral to ADMINISTRATOR's Public Health Laboratory for
2 | additional laboratory testing, etc.

3 | g. UCIMC/ADMINISTRATOR Conferences

4 | 1). Participate in ADMINISTRATOR's regular Pulmonary Physician/Patient Care
5 | Conferences at ADMINISTRATOR's site or virtually. At a minimum, said participation shall occur no
6 | less than nineteen (19) times per year at a minimum rate of one (1) to two (2) times per month.

7 | 2). Coordinate and chair Tuberculosis Grand Rounds, a monthly interdisciplinary
8 | patient care conference, including but not limited to, selecting cases, contacting residents and
9 | consultants, periodically arranging for guest speakers, and acting as liaison with ADMINISTRATOR's
10 | participants.

11 | h. Additional Responsibilities

12 | 1). Assist ADMINISTRATOR's senior medical and administrative personnel with
13 | patient management quality assessment and process improvement issues, as needed.

14 | 2). Assist with development of processes to provide a basis for possible revisions of
15 | guidelines for investigations or management of TB.

16 | 3. ADMINISTRATOR and SUBRECIPIENT shall ensure Public Health Patients are
17 | discharged or transferred to another facility, as medically and public health appropriate, in a timely
18 | manner. ADMINISTRATOR and SUBRECIPIENT recognize that transfers to other facilities are
19 | subject to acceptance by the receiving facility.

20 | C. Inpatient Critical Care, Non-Critical Care, and Isolation Services (airborne, contact and/or
21 | droplet standard precautions) and Outpatient Specialty Medical Services

22 | 1. SUBRECIPIENT shall provide authorized Medical Services, including Inpatient, Outpatient
23 | Specialty Medical, and TB Liaison (Hospitalist/Physician) Services to Public Health Patients. Services
24 | to said patients shall be available and provided in the same manner as provided to SUBRECIPIENT's
25 | other patients. Services to be provided by SUBRECIPIENT shall include, but not be limited to, the
26 | following:

27 | a. Inpatient Critical Care, Non-Critical Care, and Isolation Services (airborne, contact
28 | and/or droplet standard precautions) including intensive care, acute respiratory care services, all Physician
29 | Services, nursing, ancillary, diagnostic, pharmacy and other Medical Services.

30 | b. Outpatient Specialty Medical Services

31 | 1). Comprehensive Emergency Medical Services including all Physician Services
32 | provided by the physician on duty and consulting physician; all routine, general, diagnostic services
33 | including CT and MRI scans; and other Medical Services required during the visit including, but not
34 | limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing
35 | support or care.

36 | 2). Specialty Medical Services including all Physician Services and all diagnostic,
37 | routine, general, and other Medical Services required by an outpatient during the visit, including, but not

1 limited to, laboratory, all medical supplies, pharmacy services, central service items, and nursing
2 support or care during the course of the visit. Specialty Medical Services to be provided by
3 SUBRECIPIENT shall include, but not be limited to, internal medicine, respiratory/pulmonary
4 medicine, infectious disease, otolaryngology, ophthalmology, orthopedics, urology, gynecology,
5 rheumatology, hematology, dermatology, and radiation therapy. Services shall be provided within
6 fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if SUBRECIPIENT
7 receives an urgent PA/TAR from ADMINISTRATOR.

8 3). Diagnostic Services including all Physician Services and technical components for
9 complex laboratory or x-ray services including, but not limited to, radiology (radiographs, CT, and MRI
10 scans), bronchoscopes, biopsies, ultrasounds, and other specialized tests. Services shall be provided
11 within fourteen (14) calendar days of the request by ADMINISTRATOR, or sooner if SUBRECIPIENT
12 receives an urgent PA/TAR from ADMINISTRATOR.

13 4) Comprehensive Emergency Medical or any inpatient services are not Ryan White-
14 funded activities.

15 D. SUBRECIPIENT and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Services Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
TO CONTRACT FOR PROVISION OF
PRIMARY HIV MEDICAL CARE AND PUBLIC HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE

AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF
CALIFORNIA, IRVINE MEDICAL CENTER AND UCI UNIVERSITY PHYSICIANS &
SURGEONS

JULY 1, 2025 THROUGH JUNE 30, 2028

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

1 4. “Designated Record Set” shall have the meaning given to such term under the HIPAA
2 Privacy Rule in 45 CFR § 164.501.

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

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

8 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
9 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
10 with 45 CFR § 164.502(g).

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

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

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

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

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

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

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

29 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
30 45 CFR § 160.103.

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

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

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

1 160.103.

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4 C. OBLIGATIONS AND ACTIVITIES OF SUBRECIPIENT AS BUSINESS ASSOCIATE:

5 1. SUBRECIPIENT agrees not to use or further disclose PHI COUNTY discloses to
6 SUBRECIPIENT other than as permitted or required by this Business Associate Contract or as required
7 by law.

8 2. SUBRECIPIENT agrees to use appropriate safeguards, as provided for in this Business
9 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to
10 SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY
11 other than as provided for by this Business Associate Contract.

12 3. SUBRECIPIENT agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
13 Part 164 with respect to electronic PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT
14 creates, receives, maintains, or transmits on behalf of COUNTY.

15 4. SUBRECIPIENT agrees to mitigate, to the extent practicable, any harmful effect that is
16 known to SUBRECIPIENT of a Use or Disclosure of PHI by SUBRECIPIENT in violation of the
17 requirements of this Business Associate Contract.

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

22 6. SUBRECIPIENT agrees to ensure that any subcontractor's that create, receive, maintain, or
23 transmit PHI on behalf of SUBRECIPIENT agree to the same restrictions and conditions that apply
24 through this Business Associate Contract to SUBRECIPIENT with respect to such information.

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

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

36 9. SUBRECIPIENT agrees to make internal practices, books, and records, including policies
37 and procedures, relating to the use and disclosure of PHI received from, or created or received by

1 SUBRECIPIENT on behalf of, COUNTY available to COUNTY and the Secretary in a time and
2 manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary
3 determining COUNTY's compliance with the HIPAA Privacy Rule.

4 10. SUBRECIPIENT agrees to document any Disclosures of PHI COUNTY discloses to
5 SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY,
6 and to make information related to such Disclosures available as would be required for COUNTY to
7 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45
8 CFR § 164.528.

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

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

16 13. If SUBRECIPIENT receives Social Security data from COUNTY provided to COUNTY by
17 a state agency, upon request by COUNTY, SUBRECIPIENT shall provide COUNTY with a list of all
18 employees, subcontractorss and agents who have access to the Social Security data, including
19 employees, agents, subcontractorss and agents of its subcontractors.

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

28 15 SUBRECIPIENT shall make itself and any subcontractors, employees or agents assisting
29 SUBRECIPIENT in the performance of its obligations under the Contract, available to COUNTY at no
30 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
31 proceedings being commenced against COUNTY, its directors, officers or employees based upon
32 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,
33 which involves inactions or actions by SUBRECIPIENT, except where SUBRECIPIENT or its
34 subcontractor, employee or agent is a named adverse party.

35 16. The Parties acknowledge that federal and state laws relating to electronic data security and
36 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
37 provide for procedures to ensure compliance with such developments. The Parties specifically agree to

1 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
2 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
3 //

4 COUNTY's request, SUBRECIPIENT agrees to promptly enter into negotiations with COUNTY
5 concerning an amendment to this Business Associate Contract embodying written assurances consistent
6 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
7 applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

8 a. SUBRECIPIENT does not promptly enter into negotiations to amend this Business
9 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

10 b. SUBRECIPIENT does not enter into an amendment providing assurances regarding the
11 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
12 HIPAA, the HITECH Act, and the HIPAA regulations.

13 17. SUBRECIPIENT shall work with COUNTY upon notification by SUBRECIPIENT to
14 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
15 B.2.a above.

16 D. SECURITY RULE

17 1. SUBRECIPIENT shall comply with the requirements of 45 CFR § 164.306 and establish
18 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
19 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
20 SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY.
21 SUBRECIPIENT shall develop and maintain a written information privacy and security program that
22 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
23 SUBRECIPIENT's operations and the nature and scope of its activities.

24 2. SUBRECIPIENT shall implement reasonable and appropriate policies and procedures to
25 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
26 Subpart C, in compliance with 45 CFR § 164.316. SUBRECIPIENT will provide COUNTY with its
27 current and updated policies upon request.

28 3. SUBRECIPIENT shall ensure the continuous security of all computerized data systems
29 containing electronic PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates,
30 receives, maintains, or transmits on behalf of COUNTY. SUBRECIPIENT shall protect paper
31 documents containing PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates,
32 receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

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

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

37 c. Providing a level and scope of security that is at least comparable to the level and scope

1 of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix
2 III - Security of Federal Automated Information Systems, which sets forth guidelines for automated
3 information systems in Federal agencies;

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

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

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

14 E. DATA SECURITY REQUIREMENTS

15 1. Personal Controls

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

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

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

34 d. Background Check. Before a member of the workforce may access PHI COUNTY
35 discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of
36 COUNTY, a background screening of that worker must be conducted. The screening should be
37 commensurate with the risk and magnitude of harm the employee could cause, with more thorough

1 screening being done for those employees who are authorized to bypass significant technical and
2 operational security controls. The SUBRECIPIENT shall retain each workforce member's background
3 check documentation for a period of three (3) years.

4 2. Technical Security Controls

5 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
6 discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of
7 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
8 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full
9 disk unless approved by the COUNTY.

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

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

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

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

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

36 g. User IDs and Password Controls. All users must be issued a unique user name for
37 accessing PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives,

maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 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 SUBRECIPIENT or SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY

1 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
2 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
3 //
4 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
5 website access, file transfer, and E-Mail.

6 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
7 protecting PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives,
8 maintains,
9 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
10 comprehensive intrusion detection and prevention solution.

11 3. Audit Controls

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

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

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

25 4. Business Continuity/Disaster Recovery Control

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

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

1 5. Paper Document Controls

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

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

11 c. Confidential Destruction. PHI COUNTY discloses to SUBRECIPIENT or
12 SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
13 through confidential means, such as cross cut shredding and pulverizing.

14 d. Removal of Data. PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT
15 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
16 of the SUBRECIPIENT except with express written permission of COUNTY.

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

22 f. Mailing. Mailings containing PHI COUNTY discloses to SUBRECIPIENT or
23 SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
24 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include
25 500 or more individually identifiable records containing PHI COUNTY discloses to SUBRECIPIENT
26 or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY in a single
27 package shall be sent using a tracked mailing method which includes verification of delivery and
28 receipt, unless the prior written permission of COUNTY to use another method is obtained.

29 F. BREACH DISCOVERY AND NOTIFICATION

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

33 a. A Breach shall be treated as discovered by SUBRECIPIENT as of the first day on
34 which such Breach is known to SUBRECIPIENT or, by exercising reasonable diligence, would have
35 been known to SUBRECIPIENT.

36 b. SUBRECIPIENT shall be deemed to have knowledge of a Breach, if the Breach is
37 known, or by exercising reasonable diligence would have known, to any person who is an employee,

1 officer, or other agent of SUBRECIPIENT, as determined by federal common law of agency.

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

5 3. SUBRECIPIENT's notification shall include, to the extent possible:

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

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

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

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

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

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

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

23 4. COUNTY may require SUBRECIPIENT to provide notice to the Individual as required in
24 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
25 COUNTY.

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY SUBRECIPIENT

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

1. SUBRECIPIENT shall not disclose PHI COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits on behalf of COUNTY about an individual

1 to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
2 item or service for which the health care provider involved has been paid out of pocket in full and the
3 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

4 2. SUBRECIPIENT shall not directly or indirectly receive remuneration in exchange for PHI
5 COUNTY discloses to SUBRECIPIENT or SUBRECIPIENT creates, receives, maintains, or transmits
6 on
7 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
8 17935(d)(2).

9 I. OBLIGATIONS OF COUNTY

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

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

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

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

21 J. BUSINESS ASSOCIATE TERMINATION

22 1. Upon COUNTY's knowledge of a material breach or violation by SUBRECIPIENT of the
23 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

32 a. This provision shall apply to all PHI that is in the possession of SubSUBRECIPIENTs
33 or agents of SUBRECIPIENT.

34 b. SUBRECIPIENT shall retain no copies of the PHI.

35 c. In the event that SUBRECIPIENT determines that returning or destroying the PHI is
36 not feasible, SUBRECIPIENT shall provide to COUNTY notification of the conditions that make return
37 or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is

1 infeasible, SUBRECIPIENT shall extend the protections of this Business Associate Contract to such
2 PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or
3 destruction infeasible, for as long as SUBRECIPIENT maintains such PHI.

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

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EXHIBIT C
TO CONTRACT FOR PROVISION OF
PRIMARY HIV MEDICAL CARE AND PUBLIC HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE

AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX,
SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF
CALIFORNIA, IRVINE MEDICAL CENTER AND UCI UNIVERSITY PHYSICIANS &
SURGEONS
JULY 1, 2025 THROUGH JUNE 30, 2028

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

1 IEA and CMPPA.

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

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

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

15 B. TERMS OF CONTRACT

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

21 2. Responsibilities of SUBRECIPIENT
22 SUBRECIPIENT agrees:

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

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

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

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

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

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

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

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

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

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

36 h. Breaches and Security Incidents. During the term of the Contract, SUBRECIPIENT
37 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

1 or security incident. SUBRECIPIENT agrees to give notification of any breach of unsecured DHCS PI
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3 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
4 B to the Contract.

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

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