

1 AGREEMENT FOR PROVISION OF  
2 HIV CARE SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 «UC\_NAME»  
7 «UC\_DBA»

8 MARCH 1, 2020 THROUGH FEBRUARY 28, 2023  
9

10 THIS AGREEMENT entered into this 1st day of March 2020 (effective date), is by and between the  
11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and «UC\_NAME»  
12 «UC\_DBA», a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR  
13 may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This  
14 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).  
15

16 **W I T N E S S E T H:**  
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of HIV Care  
19 services described herein to the residents of Orange County; and

20 WHEREAS, COUNTY receives multiple funding from the Health Resources and Services  
21 Administration (HRSA) and Housing Opportunities for Persons with AIDS (HOPWA) for Core  
22 Medical and Non-Core Medical Services, such as Case Management Services, Referral for Health Care  
23 and Support Services, Mental Health Services, Health Insurance Premium and Cost Sharing/Emergency  
24 Financial Assistance for Medications, Home Health Care, Home and Community-Based Health  
25 Services/Rehabilitation, Medical Nutrition Therapy, Food Bank and Home Delivered Meals, Medical  
26 Transportation Services; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Master Agreement Term:** March 1, 2020 through February 28, 2023

- Period One means the period from March 1, 2020 through February 28, 2021
- Period Two means the period from March 1, 2021 through February 28, 2022
- Period Three means the period from March 1, 2022 through February 28, 2023

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$ 3,399,636
Period Two Aggregate Maximum Obligation:	3,399,636
Period Three Aggregate Maximum Obligation:	<u>3,399,636</u>
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<b>\$ 10,198,908</b>

**Basis for Reimbursement:** Fee-for-Service and Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** «DUNS\_NUMBER»

**CONTRACTOR TAX ID Number:** «TAX\_ID»

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «UC\_NAME»  
 «UC\_DBA»  
 «ADDRESS»  
 «CITY\_STATE\_ZIP»  
 «CONTACT»  
 «CONTACT\_EMAIL»

## I. ACRONYMS

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

1		
2		
3		
4	A. ADAP	AIDS Drug Assistance Program
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASRS	Alcohol and Drug Programs Reporting System
8	E. CAN	Certified Nursing Attendants
9	F. CAP	Corrective Action Plan
10	G. CCC	California Civil Code
11	H. CCR	California Code of Regulations
12	I. CDC	Centers for Disease Control
13	J. CFDA	Catalog of Federal Domestic Assistance
14	K. CFR	Code of Federal Regulations
15	L. CHPP	COUNTY HIPAA Policies and Procedures
16	M. CHS	Correctional Health Services
17	N. CIPA	California Information Practices Act
18	O. CMPPA	Computer Matching and Privacy Protection Act
19	P. COI	Certificate of Insurance
20	Q. CPA	Certified Public Accountant
21	R. CSI	Client and Services Information
22	S. DCR	Data Collection and Reporting
23	T. DD	Dually Diagnosed
24	U. DHCS	California Department of Health Care Services
25	V. D/MC	Drug/Medi-Cal
26	W. DME	Durable Medical Equipment
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRP	Disaster Recovery Plan
29	Z. DRS	Designated Record Set
30	AA. EEOC	Equal Employment Opportunity Commission
31	AB. EHR	Electronic Health Records
32	AC. ePHI	Electronic Protected Health Information
33	AD. ERC	Emergency Receiving Center
34	AE. FFS	Fee For service
35	AF. FIPS	Federal Information Processing Standards
36	AG. FQHC	Federally Qualified Health Center
37	AH. FTE	Full Time Equivalent

1	AI. GAAP	Generally Accepted Accounting Principles
2	AJ. HAB	Federal HIV/AIDS Bureau
3	AK. HCA	County of Orange Health Care Agency
4	AL. HHS	Federal Health and Human Services Agency
5	AM. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
6		Law 104-191
7	AN. HITECH Act	Health Information Technology for Economic and Clinical Health
8		Act, Public Law 111-005
9	AO. HIV	Human Immunodeficiency Virus
10	AP. HRSA	Federal Health Resources and Services Administration
11	AQ. HSC	California Health and Safety Code
12	AR. ISO	Insurance Services Office
13	AS. ITP	Individualized Treatment Plan
14	AT. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
15	AU. MAI	Minority AIDS Initiative
16	AV. MOU	Memoranda of Understanding
17	AW. NIH	National Institutes of Health
18	AX. NIST	National Institute of Standards and Technology
19	AY. NOA	Notice of Action
20	AZ. NP	Nurse Practitioner
21	BA. NPDB	National Provider Data Bank
22	BB. NPI	National Provider Identifier
23	BC. NPP	Notice of Privacy Practices
24	BD. OCJS	Orange County Jail System
25	BE. OCPD	Orange County Probation Department
26	BF. OCR	Federal Office for Civil Rights
27	BG. OCSD	Orange County Sheriff's Department
28	BH. OIG	Federal Office of Inspector General
29	BI. OMB	Federal Office of Management and Budget
30	BJ. OPM	Federal Office of Personnel Management
31	BK. P&P	Policy and Procedure
32	BL. PA DSS	Payment Application Data Security Standard
33	BM. PAF	Partnership Assessment Form
34	BN. PC	California Penal Code
35	BO. PCI DSS	Payment Card Industry Data Security Standard
36	BP. PHI	Protected Health Information
37	BQ. PI	Personal Information

1	BR. PII	Personally Identifiable Information
2	BS. PRA	California Public Records Act
3	BT. QI	Quality Improvement
4	BU. QIC	Quality Improvement Committee
5	BV. QM	Quality Management
6	BW. RSR	Ryan White Services Reports
7	BX. SIR	Self-Insured Retention
8	BY. SNAP	Supplemental Nutrition Assistance Program
9	BZ. SSI	Supplemental Security Income
10	CA. STP	Special Treatment Program
11	CB. UOS	Units of Service
12	CC. USC	United States Code
13	CD. W&IC	California Welfare and Institutions Code
14	CE. WIC	Women, Infants and Children

## 15 16 **II. ALTERATION OF TERMS**

17 A. This Agreement, together with Exhibits A, B, C and D attached hereto and incorporated herein,  
18 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
19 subject matter of this Agreement.

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

## 24 25 **III. ASSIGNMENT OF DEBTS**

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

## 33 34 **IV. COMPLIANCE**

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

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

4 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
5 Compliance Program, Code of Conduct and any Compliance related policies and procedures.  
6 CONTRACTOR's Compliance Program and Code of Conduct and any related policies and procedures  
7 shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
8 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV  
9 (COMPLIANCE). These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide proof of its own Compliance Program to  
18 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's  
19 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the  
20 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
21 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program  
22 and Code of Conduct.

23 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
24 compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall  
25 submit a copy of its compliance program, code of conduct and all relevant policies and procedures to  
26 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
27 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
28 reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
29 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
30 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
31 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
32 CONTRACTOR shall revise its compliance program and code of conduct to meet  
33 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
34 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

35 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
36 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
37 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals



1 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,  
2 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
3 Program.

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

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

18 2. An Ineligible Person shall be any individual or entity who:  
19 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
20 federal and state health care programs; or  
21 b. has been convicted of a criminal offense related to the provision of health care items or  
22 services and has not been reinstated in the federal and state health care programs after a period of  
23 exclusion, suspension, debarment, or ineligibility.

24 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
25 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
26 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

28 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
29 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
30 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
31 §1810.410.subds. (c)- (d).

32 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
33 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
34 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
35 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
36 Compliance Paragraph prior to ADMINITRATOR's right to terminate this Agreement on the basis of  
37 such default.

**V. CONFIDENTIALITY**

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

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

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

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

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

**VI. CONFLICT OF INTEREST**

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

**VII. COST REPORT**

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

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

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

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

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

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

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

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

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

thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

**VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract

1 under a public transaction; violation of federal or state antitrust statutes or commission of  
2 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
3 receiving stolen property.

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

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

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

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

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

19  
20 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

28 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
29 subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract  
30 subsequently fails to meet the requirements of this Agreement or any provisions that  
31 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported  
32 by CONTRACTOR.

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

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

37 //



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

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

14  
15 **X. DISPUTE RESOLUTION**

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

20 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
21 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
22 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final  
23 decision.

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

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

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

37 //

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

## 8 9 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 19 20 **XII. EQUIPMENT**

21 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
 22 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
 23 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
 24 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
 25 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
 26 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
 27 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may  
 28 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not  
 29 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
 30 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
 31 depreciated according to GAAP.

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

1 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to  
2 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in  
3 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
4 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

23  
24 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

30 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
31 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum  
32 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the  
33 Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be  
34 in an amount proportionate to the number of days in which CONTRACTOR was determined to be  
35 unable to provide services, staffing, facilities or supplies.

36 //

37 //

**XIV. INDEMNIFICATION AND INSURANCE**

1  
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
11 request a jury apportionment.

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

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

28 D. All SIRs shall be clearly stated on the COI. Any SIR or deductible in an amount in excess of  
29 \$50,000 shall specifically be approved by the CEO/Office of Risk Management upon review of  
30 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
31 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
32 Agreement, agrees to all of the following:

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

37 //

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

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

6 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
 7 this Agreement, the COUNTY may terminate this Agreement.

8 F. QUALIFIED INSURER

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

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

17 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 18 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

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1 H. REQUIRED COVERAGE FORMS

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

4 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA  
5 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

6 I. REQUIRED ENDORSEMENTS

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

9 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at  
10 least as broad naming the *County of Orange, its elected and appointed officials, officers, employees,*  
11 *and agents* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**  
12 **WRITTEN AGREEMENT.**

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

16 2. The Network Security and Privacy Liability policy shall contain the following  
17 endorsements which shall accompany the Certificate of Insurance:

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

20 b. A primary and non-contributing endorsement evidencing that the Contractor’s  
21 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
22 excess and non-contributing.

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

26 K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving  
27 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,  
28 agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**  
29 **AGREEMENT.**

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

33 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
34 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
35 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
36 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate  
37 this Agreement.

1 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network  
2 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain  
3 coverage for two (2) years following the completion of the Agreement.

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

6 P. Insurance certificates should be forwarded to the agency/department address listed on the  
7 solicitation.

8 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
9 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
10 made to the next qualified vendor.

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

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

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

23 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
28 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

10  
11 **XV. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

32 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
33 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
34 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
35 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
36 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

37 //



1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
2 reimbursement due COUNTY.

3 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
4 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR  
5 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
6 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)  
7 calendar days of receipt.

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

12  
13 **XVI. LICENSES AND LAWS**

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

22 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

23 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
24 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
25 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
26 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
27 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
28 COUNTY shall constitute grounds for termination of the Agreement.

29 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
30 of the award of this Agreement:

31 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security  
32 number, and residence address;

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

36 //

37 //

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

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

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

25  
26 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

36 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
37 available social media sites) in support of the services described within this Agreement,

1 CONTRACTOR shall develop social media policies and procedures and have them available to  
2 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
3 forms of social media used to either directly or indirectly support the services described within this  
4 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
5 they pertain to any social media developed in support of the services described within this Agreement.  
6 CONTRACTOR shall also include any required funding statement information on social media when  
7 required by ADMINISTRATOR.

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

10  
11 **XVIII. MAXIMUM OBLIGATION**

12 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with  
13 this Agreement for HIV Care Services during Period One, Period Two and Period Three are as specified  
14 in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
15 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation  
16 applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a  
17 fraction of these Aggregate Maximum Obligations.

18 B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to  
19 exceed ten percent (10%) of Period One funding for this Agreement.

20  
21 **XIX. MINIMUM WAGE LAWS**

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

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

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

36 //  
37 //

**XX. NONDISCRIMINATION****A. EMPLOYMENT**

1  
2  
3 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as  
4 defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any  
5 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
6 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,  
7 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.  
8 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall  
9 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or  
10 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
11 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
12 gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
4 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
5 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
6 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
7 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
8 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
9 or more of the factors identified above:

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

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
20 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
21 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
22 ADMINISTRATOR or the U.S. Department of Health and Human Services Office for Civil Rights.

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

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

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

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

1 | secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
2 | otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
3 | enforce rights secured by federal or state law.

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

8 |  
9 | **XXI. NOTICES**

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

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

15 | 2. When faxed, transmission confirmed;

16 | 3. When sent by Email; or

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

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

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

27 | D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
28 | ADMINISTRATOR.

29 |  
30 | **XXII. NOTIFICATION OF DEATH**

31 | A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
32 | CONTRACTOR shall immediately notify ADMINISTRATOR.

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

36 | 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
37 | telephone immediately upon becoming aware of the death due to non-terminal illness of any person

1 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
2 purposes of computing the time within which to give telephone notice and, notwithstanding the time  
3 limit herein specified, notice need only be given during normal business hours.

4 2. WRITTEN NOTIFICATION

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

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

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

16  
17 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25  
26 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

27 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
28 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
29 accordance with this Agreement and all applicable requirements.

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

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

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

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

3 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
4 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
5 CONTRACTOR.

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

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

11  
12 **XXV. RESEARCH AND PUBLICATION**

13 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
14 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or  
15 for publication.

16  
17 **XXVI. REVENUE**

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

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

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

33  
34 **XXVII. SEVERABILITY**

35 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
36 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
37 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or



1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
 2 in full force and effect, and to that extent the provisions of this Agreement are severable.

### 4 **XXVIII. SPECIAL PROVISIONS**

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

- 7 1. Making cash payments to intended recipients of services through this Agreement.
- 8 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
 9 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
 10 use of appropriated funds to influence certain federal contracting and financial transactions).
- 11 3. Fundraising.
- 12 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 13 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 14 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
 15 body for expenses or services.
- 16 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
 17 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
 18 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 19 7. Paying an individual salary or compensation for services at a rate in excess of the current  
 20 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
 21 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 22 8. Severance pay for separating employees.
- 23 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
 24 codes and obtaining all necessary building permits for any associated construction.
- 25 10. Purchasing or improving land, including constructing or permanently improving any  
 26 building or facility, except for tenant improvements.
- 27 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
 28 funds (matching).
- 29 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity,  
 30 unless no nonprofit entity is able and willing to provide such services.
- 31 13. Supplanting current funding for existing services.
- 32 14. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately  
 33 owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or  
 34 license and registration fees; payment of local or state personal property taxes (for residential property,  
 35 private automobiles, or any other personal property against which taxes may levied). This restriction  
 36 does not apply to vehicles operated by organizations for program purposes.
- 37 15. To meet professional licensure or program licensure requirements.

- 1 16. Providing inpatient hospital services or purchasing major medical equipment.
- 2 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 3 shall not use the funds provided by means of this Agreement for the following purposes:
- 4 1. Funding travel or training (excluding mileage or parking).
- 5 2. Making phone calls outside of the local area unless documented to be directly for the
- 6 purpose of client care.
- 7 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 8 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 9 contribute to the quality of services to be provided pursuant to this Agreement.
- 10 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 11 CONTRACTOR's clients.
- 12 C. To the greatest extent practicable, all equipment and products purchased with funds made
- 13 available through this Agreement should be American-made.

14  
15 **XXIX. STATUS OF CONTRACTOR**

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

27  
28 **XXX. TERM**

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

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

37 //

**XXXI. TERMINATION**

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

B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.

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

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

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

**E. CONTINGENT FUNDING**

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given

1 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
2 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

7 G. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
8 above, CONTRACTOR shall do the following:

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

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

13 3. Until the date of termination, continue to provide the same level of service required by this  
14 Agreement.

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

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

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

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

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

30 9. Provide written notice of termination of services to each Client being served under this  
31 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
32 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
33 day period.

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

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**XXXII. THIRD PARTY BENEFICIARY**

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

**XXXIII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 «UC\_NAME» «UC\_DBA»

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

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13  
14 COUNTY OF ORANGE

15  
16  
17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

18 HEALTH CARE AGENCY

19  
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21  
22  
23 APPROVED AS TO FORM  
24 OFFICE OF THE COUNTY COUNSEL  
25 ORANGE COUNTY, CALIFORNIA

26  
27  
28 BY:  \_\_\_\_\_ DATED: 12/24/2019

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 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 AGREEMENT FOR PROVISION OF  
 HIV CARE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 «UC\_NAME»  
 «UC\_DBA»

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

**I. IDENTIFICATION OF SERVICES**

CONTRACTOR agrees to provide the following HIV Care Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated March 1, 2020 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Case Management	
Medical Retention	«UC_NAME»
Linkage to Care	«UC_NAME»
Non-Medical – Client Support	«UC_NAME»
Referral for Health Care and Support	
Client Advocacy	X
Benefits Counseling	«UC_NAME»
Eligibility Screening	«UC_NAME»
Mental Health	
15 minute face-to-face initial assessment	«UC_NAME»
15 minute face-to-face individual	«UC_NAME»
15 minute face-to-face group counseling (up to 5 Ryan White eligible clients)	«UC_NAME»
60 minute psychological (testing evaluation) assessment	«UC_NAME»
Health Insurance Premium and Cost Sharing for Low Income Individuals	
Insurance Premium Payment	«UC_NAME»
Mental Health Co-payment	«UC_NAME»
Medical/Dental Co-payment	«UC_NAME»
Emergency Financial Assistance for Medications	«UC_NAME»
Home Health Care - Skilled professional nursing	«UC_NAME»
Home and Community-Based Health Services / Rehabilitation	

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Home Health Aide Worker	«UC_ NAME»
Certified Nursing Assistant (CNA)	«UC_ NAME»
Durable Medical Equipment (DME)	«UC_ NAME»
Medical Nutrition Therapy	
Medical Nutrition Therapy	«UC_ NAME»
Food Bank - Core	«UC_ NAME»
Nutritional Supplement	«UC_ NAME»
Food Bank and Home Delivered Meals	
Food Bank – Support	«UC_ NAME»
Home-Delivered Meals	«UC_ NAME»
Medical Transportation	
Bus Passes	«UC_ NAME»
ACCESS Services	«UC_ NAME»
One-way trip	«UC_ NAME»
Van Ride	«UC_ NAME»
Ride-Share	«UC_ NAME»
MAI Case Management	
MAI – Medical Retention	«UC_ NAME»
MAI – Linkage to Care	«UC_ NAME»
Annual Performance Bonus	«UC_ NAME»



EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
HIV CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
«UC\_DBA»

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

**I. ASSURANCES**

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

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

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

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

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

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

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

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

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

3. In the case of individuals with an income greater than one hundred percent (100%) of the federal poverty level and not exceeding two hundred percent (200%) of such poverty level,

1 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent  
2 (5%) of the annual gross income of the individual involved.

3 4. In the case of individuals with an income greater than two hundred percent (200%) of the  
4 federal poverty level and not exceeding three hundred percent (300%) of such poverty line,  
5 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent  
6 (7%) of the annual gross income of the individual involved.

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

10 6. In the case of individuals with an income greater than five hundred percent (500%) of the  
11 federal poverty level, CONTRACTOR shall allow an exception for individuals with documentation to  
12 receive services with prior approval of ADMINISTRATOR.

13 7. As required by HRSA, CONTRACTOR must have in place policies and procedures for  
14 collecting a nominal fee, greater than zero, based on an individual's annual income and documenting  
15 that a client has met their annual cap on charges.

16 8. As required by HRSA, CONTRACTOR must have in place a process for documenting fees  
17 collected and waiving of fees when the client reaches their annual cap.

18 9. As required by HRSA, CONTRACTOR shall not deny services based on the individual's  
19 failure to pay fee.

20 10. CONTRACTOR shall not report individuals to a debt collection agency for failure to pay  
21 fee.

22  
23 **II. BUDGET**

24 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph for each  
25 Period as set forth in this Exhibit B to the Agreement.

26 B. Period One shall be based on services provided from March 1, 2020 through February 28, 2021

27 C. Period Two shall be based on services provided from March 1, 2021 through February 28, 2022

28 D. Period Three shall be based on services provided from March 1, 2021 through  
29 February 28, 2023

30 E. CONTRACTOR agrees that the number and type of services and the corresponding Aggregate  
31 Maximum Obligations for each Period, may be adjusted by mutual agreement of ADMINISTRATOR  
32 and CONTRACTOR during the term of the Agreement; provided, however that the total of any such  
33 adjustments shall not cause the total budget to exceed the Aggregate Maximum Obligation for each  
34 Period as set forth in the Referenced Contract Provisions of the Agreement.

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F. BUDGET ALLOCATION DISTRIBUTION:

Type of Services	Annual Aggregate Maximum Obligation
Medical Retention	\$684,313
Linkage to Care	\$417,901
Client Support Services	\$438,933
Client Advocacy	\$198,833
Benefits Counseling	\$ 92,000
Eligibility Screening	\$285,530
Mental Health	\$ 43,300
Health Insurance Premium and Cost Sharing	\$ 65,000
Emergency Financial Assistance for Medications	\$ 6,000
Home Health Care	\$ 1,011
Home and Community-Based Health/Rehabilitation	\$134,100
Medical Nutrition Therapy	\$115,000
Food Bank - Core	\$ 40,000
Food Bank – Supply	\$154,405
Nutritional Supplements	\$ 58,000
Home-Delivered Meals	\$ 10,000
Medical Transportation	\$271,015
Minority AIDS Initiative (MAI) – Medical Retention	\$131,737
Minority AIDS Initiative (MAI) – Linkage to Care	\$252,558
Minority AIDS Initiative (MAI) – Performance Bonus	\$ 0

G. Catalog of Federal Domestic Assistance (CFDA) Information

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

CFDA Year:	2020-2023
CFDA No:	93-914
Program Title:	HIV Emergency Relief Project Grants (B)
Federal Agency:	Department of Health and Human Services
Award Name:	HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
Amount:	\$ 9,885,390 (estimated)

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CFDA Year:	2020-2023
CFDA No.:	14.241
Program Title:	Housing Opportunities for Persons with AIDS (indirect)
Federal Agency:	Department of Housing and Urban Development
Award Name:	Housing Opportunities for Persons with AIDS (indirect)
Amount:	\$ 313,518 (estimated)

2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR 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 CONTRACTOR in writing of said revisions.

### **III. DEFINITIONS**

The Parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth, elsewhere in the Agreement.

A. Administrative Costs: Administrative Costs are those not directly associated with service provision. Examples of Administrative Costs include staff time and costs associated with preparing fiscal and program reports, correspondence regarding reporting requirements, and attending meetings or trainings related to requirements of the Contract. Details on Administrative Costs can be found in HRSA Policy Clarification Notice #15-01 available at: <https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1501.pdf>. Total Project Administrative Costs cannot exceed ten percent (10%) of the total gross costs of each Project.

B. AIDS Drug Assistance Program (ADAP): Administered by states, ADAP provides Food and Drug Administration (FDA)-approved medications to low-income individuals with HIV who have limited or no coverage from private insurance or Medi-Cal.

C. Anti-Retroviral Treatment and Access Services (ARTAS): An evidenced-based intervention for linking and engaging individuals in HIV care.

D. Client: An individual who is eligible for and utilizes services funded by the Ryan White Act or HOPWA.

E. Client Support: The provision of needs assessment and timely follow up to ensure clients are accessing needed supportive services. This service can be provided by non-medically credentialed staff.

F. Core Medical Services: Services defined by the Health Resources and Services Administration (HRSA) as core medical services including: Outpatient/Ambulatory Medical Care, Medical Case Management, Mental Health Services, Oral Health Care, Medical Nutrition Therapy, and Home Health

1 Care. Details on HRSA service categories definitions can be found in HRSA Policy Clarification Notice  
 2 #16-02 available at: [https://hab.hrsa.gov/sites/default/files/hab/program-grants\\_management/Service](https://hab.hrsa.gov/sites/default/files/hab/program-grants_management/Service)  
 3 [CategoryPCN\\_16-02Final.pdf](https://hab.hrsa.gov/sites/default/files/hab/program-grants_management/Service)

4 G. Cultural Competence: The knowledge, understanding, and skills to work effectively with  
 5 individuals from differing cultural backgrounds.

6 H. Directly Affected Party: Any individual or entity directly affected by the outcome of a decision  
 7 related to funding, specifically including: a) providers eligible to receive Ryan White and/ or HOPWA  
 8 funding; b) consumer groups or persons living with HIV; c) coalitions and caucuses.

9 I. Durable Medical Equipment (DME): Durable Medical Equipment includes medical equipment  
 10 that is placed in one's home to facilitate treatment and/or rehabilitation.

11 J. Emergency Financial Assistance for Medications: The provision of payments to pharmacies or  
 12 other licensed dispensaries of medications or the establishment of programs to assist with emergency  
 13 payments for medication when other resources are not available.

14 K. Equipment: Personal property procured or fabricated that is complete in itself, of durable  
 15 nature, has an expected useful life of one (1) or more years, and an original purchase price of \$5,000.00  
 16 or more, including tax, per item.

17 L. Fee-For-Service: The method of billing for health services whereby a physician or other health  
 18 service provider/Community Based Organization charges the payer (whether it be the patient or their  
 19 health insurance plan) separately for each patient encounter or service rendered.

20 M. Food Bank: The provision of supplemental food to eligible clients through a food pantry. It  
 21 does not include providing clients funding to purchase food or meals. Food from at least four out of the  
 22 five basic food groups must be offered. Food items must be nutritious and culturally appropriate.  
 23 Service must include documented ongoing education and referral of all clients to the food stamp  
 24 program (if eligible) and community programs.

25 N. Grant Recipient: Local recipient of Ryan White Act funds. The Orange County Health Care  
 26 Agency is the Grant Recipient for Ryan White Part A funds in Orange County and referred to as the  
 27 Grant Recipient throughout this RFA, as appropriate.

28 O. Grievant: A person or entity meeting the definition of an "Applicant" or a "Directly Affected  
 29 Party" who is seeking a structured resolution of a grievance through the County's Contract Selection  
 30 and Awards Grievance Process.

31 P. Health Insurance Premium/Cost Sharing: The provision of financial assistance on behalf of  
 32 eligible individuals living with HIV to maintain continuity of health insurance or to receive medical  
 33 benefits under a health insurance program.

34 Q. Health Resources and Services Administration (HRSA): The agency of the U.S. Department of  
 35 Health and Human Services that is responsible for administering the Ryan White HIV/AIDS Extension  
 36 Act of 2009.

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1 R. Historically Underserved and Disproportionately Affected Populations/Subpopulations:  
 2 Populations and subpopulations with demonstrated higher rates of HIV infection or who have had  
 3 proportionately less access to services over the history of the epidemic. This includes African  
 4 Americans, Asians and Pacific Islanders, Hispanic ethnic groups, Native Americans, men who have sex  
 5 with men, substance users including injection drug users, women of childbearing age (13 years and  
 6 older), transgender individuals, homeless PLWH, immigrants, recently incarcerated PLWH, and sex  
 7 workers.

8 S. HIV Competency: Having knowledge of and experience with HIV, the needs of infected clients,  
 9 and related community resources.

10 T. HIV-Affected Individual: An individual who provides physical and/or emotional support and  
 11 care to an HIV-infected individual.

12 U. HIV Planning and Coordination (HIVPAC): A unit of the Health Care Agency responsible for  
 13 the administration of HIV care services, HIV prevention services, and HIV surveillance.

14 V. Home and Community-Based Health Services:The provision of paraprofessional health  
 15 services, based on a written plan of care established by a licensed health care professional. Inpatient  
 16 hospital services, nursing homes, and other long-term care facilities are not included.

17 W. Home Delivered Meal: The provision of nutritionally balanced prepared meals to individuals  
 18 who are home-bound due to physical disability and/or unable to independently prepare meals

19 X. Home Health Care: The provision of services in the home by licensed health care workers, such  
 20 as nurses, and the administration of specialized treatments and therapies based on a written plan of care  
 21 established by a licensed health care professional. Hospice services include room, board, nursing care,  
 22 counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of  
 23 illness in a residential setting, including a non-acute-care section of a hospital that has been designated  
 24 and staffed to provide hospice services for terminal clients.

25 Y. Housing Opportunities for Persons with AIDS (HOPWA): Federal program of the U.S.  
 26 Department of Housing and Urban Development to fund housing and supportive services for individuals  
 27 living with HIV.

28 Z. Intern: A person enrolled in an accredited undergraduate or graduate-level program in public  
 29 health, health education, or in a related field; or a person receiving certification in social work or a  
 30 behavioral health discipline and performing functions under the supervision and/or auspices of that  
 31 program or licensing board.

32 AA. Linkage to Care: A range of client-centered services to link newly diagnosed individuals and  
 33 those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access  
 34 Services (ARTAS) strengths-based model.

35 AB. Medical Nutrition Therapy: The provision of nutritional counseling based on a physician's  
 36 recommendation and a nutritional plan developed by a licensed, registered dietitian. This service is  
 37 intended to provide medically necessary referrals to food services. Medical necessity is determined

1 based on an individual's nutritional plan. The plan ensures that clients have access to food and  
 2 nutritional supplements that promote appropriate weight, address specific medical issues, and/or ensure  
 3 medication adherence.

4 AC. Medical Retention: A range of client-centered services that link clients with access to medically  
 5 appropriate levels of health and support services and continuity of care, provided by trained  
 6 professionals, including both medically credentialed and other health care staff who are part of the  
 7 clinical care team, through all types of encounters including face-to-face, phone contact, and any other  
 8 form of communication.

9 AD. Medical Transportation: Conveyance services by taxi and provider van provided to a client in  
 10 order to access HIV-related health care services. Services may be provided routinely or on an urgent  
 11 basis.

12 AE. Mental Health: Psychological and psychiatric treatment and counseling services offered to  
 13 individuals with a diagnosed mental condition provided by a mental health professional licensed or  
 14 authorized within the state to render such services. This typically includes psychiatrists, psychologists,  
 15 marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may  
 16 include individual counseling and/or therapeutic or group counseling.

17 AF. Minority AIDS Initiative (MAI): Federal initiative to provide funding across several U.S.  
 18 Department of Health and Human Services agencies/programs, including Ryan White, to strengthen  
 19 organizational capacity and expand HIV-related services in minority communities. As used throughout  
 20 this RFA "MAI" references only Ryan White funding.

21 AG. Nutritional Supplement: The provision of high-caloric nutritional supplements to individuals  
 22 experiencing difficulty maintaining appropriate weight levels through consumption of non-specialty  
 23 foods. Services are to be provided by a licensed registered dietitian, registered nurse, nurse practitioner,  
 24 or medical doctor. Supplements may include, but are not limited to, nutritional drinks (such as Ensure)  
 25 and bars. Non-prescription basic multi-vitamins may also be offered

26 AH. Orange County Continuum of HIV Care: The Continuum of Care provides a visual "cascade" of  
 27 individuals living with HIV. In Orange County, the Continuum includes those estimated to be infected  
 28 with HIV, those diagnosed with HIV, those linked to HIV care, and those with an undetectable viral  
 29 load.

30 AI. PLWH: Person(s) Living with HIV.

31 AJ. Project: The services to be provided. Project, program, and services are used interchangeably  
 32 throughout the document.

33 AK. Quality Management: A Quality Management program is the coordination of activities aimed at  
 34 improving client care, health outcomes, and client satisfaction. Details on Quality Management can be  
 35 found in HRSA Policy Clarification Notice #15-02 available at: [https://hab.hrsa.gov/sites/default/](https://hab.hrsa.gov/sites/default/files/hab/Global/CQM-PCN-15-02.pdf)  
 36 [files/hab/Global/CQM-PCN-15-02.pdf](https://hab.hrsa.gov/sites/default/files/hab/Global/CQM-PCN-15-02.pdf)

37 AL. Volunteer: A person who provides unpaid support to a program, project, or organization.

**IV. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY**

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

B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Agreement are given information on the grievance process. CONTRACTOR’s policy shall allow for the client to appeal CONTRACTOR’s decision to ADMINISTRATOR, for review if the client is unsatisfied with CONTRACTOR’s final decision related to a grievance. CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR’s Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.

**V. GENERAL REQUIREMENTS**

A. CONTRACTOR shall adhere to HRSA guidelines, Ryan White Act Funds are to be used as payer of last resort.

B. CONTRACTOR shall establish a plan to recover, extent feasible, third-party revenues to which it is entitled for services provided; garner all other available federal, state, local and private funds; and charge beneficiaries according to their ability to pay for services without creating a barrier to those services.

C. CONTRACTOR shall utilize outcome measures, as approved by County, and will document efforts to track outcome measures by submitting written reports to, and as prescribed by, the County. Performance Outcome guidelines and measures are set forth by HRSA as indicated under each Project. The HIVPAC Quality Management Committee may establish additional measures.

**VI. PAYMENTS**

A. BASIS FOR REIMBURSEMENT - CONTRACTOR shall submit its invoices to ADMINISTRATOR. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) days after receipt of the correctly completed invoice form.

1. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee-for service for providing services described hereunder:

Medical Retention Services	\$37.50 per 15 minutes
Linkage to Care	\$30.00 per 15 minutes



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Client Support Service	\$30.00 per 15 minutes
Client Advocacy	\$21.25 per 15 minutes
Benefits Counseling	\$30.00 per 15 minutes
Eligibility Screening	\$30.00 per 15 minutes
Mental Health:	
15 minute face-to-face initial assessment	\$22.67 per client
15 minute face-to-face individual	\$20.53 per client
15 minute face-to-face group counseling (up to 5 clients per group session)	\$4.80 per client
60 minute psychological (testing evaluation) assessment	\$115.07 for the first hour \$87.61 for additional hours
Home Health Care (Nursing by registered nurse)	\$21.00 per 15 minutes
Home and Community-Based Health Services/Rehabilitation:	
Home visit for assistance with activities of daily living and personal care	\$3.88 per 15 minutes
Home health aide or certified nurse assistant, providing care in the home	\$9.00 per 15 minutes
Medical Nutrition Therapy	\$31.25 per 15 minutes
Food Bank - Core	\$50.00 per order
Nutritional Supplements	\$75.00 per order
Food Bank – Support	\$50.00 per order
Home Delivered Meals	\$8.00 per meal

2. COUNTY shall reimburse CONTRACTOR monthly in arrears as actual cost plus a processing fee for Health Insurance Premium and Cost Sharing services, Emergency Financial Assistance for Medications. Processing fee is limited to ten (10) percent of total allocation of Health Insurance Premium and Cost Sharing services and Emergency Financial Assistance for Medication. Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA Ryan White HIV/AIDS Program (RWHAP) client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.

3. COUNTY shall reimburse CONTRACTOR monthly in arrears for Medical Transportation Services per Orange County Transportation Authority (OCTA) rates below:

<b>Bus Passes</b>	<b>OCTA Rate</b>
Reduced fare one-day bus pass	\$1.50
Regular fare one-day bus pass	\$5.00
Reduced fare 30-day bus pass	\$22.25
Regular fare 30-day bus pass	\$69.00
<b>ACCESS Services</b>	<b>OCTA Rate</b>
One-way trip within Orange County	\$3.60

4. COUNTY shall reimburse CONTRACTOR monthly in arrears for Van Ride per rates below:

Level of Service	0-5 Miles	6-10 Miles	11-15 Miles	16-20 Miles	21-25 Miles	26-30 Miles	31-35 Miles	36+ Miles
Ambulatory	\$17.26	\$25.05	\$33.15	\$49.20	\$59.14	\$71.82	\$91.17	\$3.00/Mile
Wheelchair	\$32.29	\$40.05	\$48.18	\$64.20	\$74.14	\$86.82	\$106.17	\$3.00/Mile + \$15.00 Tiedown Fee

5. COUNTY shall reimburse CONTRACTOR monthly in arrears for Ride-share: \$2.00 per mile for up to 40 miles/ \$2.25 per mile for trips forty-one 41 miles or more.

6. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee-for service for Minority Aids Initiative Case Management (MAI) services described hereunder:

MAI - Medical Retention Services	\$37.50 per 15 minutes
MAI - Linkage to Care	\$30.00 per 15 minutes
Annual Performance Bonus	\$63.00 per client for clients who reach or maintain viral load suppression

Contractors who maintain or achieve viral load suppression for MAI eligible clients are eligible to receive the performance bonus. The performance bonus will be distributed on an annual basis and will be awarded upon successful completion of reporting requirements set forth by HIVPAC.

7. Provided, however, the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations

1 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the fee-for-  
2 service of Case Management; Referral for Health Care and Support Service; Mental Health; Home and  
3 Community-Based Health Care/Rehabilitation; Medical Nutrition Therapy; Food Bank and Home  
4 Delivered Meals; Nutritional Supplements and Medical Transportation services.

5 C. COUNTY shall pay CONTRACTOR monthly in arrears the actual cost for Health Insurance  
6 Premium and Cost Sharing, Emergency Financial Assistance for Medications provided for Ryan White  
7 eligible services, however, the total of such payments shall not exceed the COUNTY’s Aggregate  
8 Maximum Obligation.

9 D. CONTRACTOR’s billings shall be on a form approved or provided by ADMINISTRATOR and  
10 shall provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth  
11 (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY  
12 no later than thirty (30) calendar days after receipt of the correctly completed billing form. Invoices  
13 received after the due date may not be paid within the same month.

14 E. Monthly payments are interim payments only, and subject to Final Settlement in accordance  
15 with the Cost Report Paragraph of this Agreement.

16 F. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source  
17 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
18 canceled checks, receipts, receiving records, and records of services provided.

19 G. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any  
20 payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of this  
21 Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting,  
22 correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of this  
23 Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by  
24 ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of  
25 CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after  
26 sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.

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

30 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
31 Payments Paragraph of this Exhibit B to the Agreement.

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33 **VII. REPORTS**

34 A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR.  
35 Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative  
36 Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports  
37 or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to

1 withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments  
2 Paragraph of this Exhibit B to the Agreement.

3 B. FISCAL

4 1. In support of monthly billings, CONTRACTOR shall submit monthly expenditure and units  
5 of service reports to ADMINISTRATOR. These reports shall be on a form provided or approved by  
6 ADMINISTRATOR and shall report expenditure and units of service for CONTRACTOR’s program(s)  
7 or cost center(s) described in the Services Paragraph of this Exhibit B to the Agreement, the number of  
8 HIV infected individuals served, and the number of service units provided by CONTRACTOR with  
9 funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR  
10 no later than the twentieth (20th) calendar day following the end of the month being reported, unless  
11 otherwise agreed to in writing by ADMINISTRATOR.

12 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to  
13 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
14 and shall report anticipated units of services to be provided, and projected year-end actual costs and  
15 revenues for CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this  
16 Exhibit B to the Agreement. Such reports shall include the actual monthly costs and revenues as of the  
17 date submitted and anticipated monthly costs and revenues projected through year-end. Year-End  
18 Projection Reports shall be due on the third Monday of the following months each year: June,  
19 September, and December; unless otherwise agreed to in writing by ADMINISTRATOR. The Year-End  
20 Cost Report shall be submitted to the ADMINISTRATOR on the last Friday of April each year; unless  
21 otherwise agreed to in writing by the ADMINISTRATOR.

22 C. PROGRAMMATIC – CONTRACTOR shall submit biannual programmatic reports to  
23 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR  
24 and shall include corresponding impact on services, status of licensure and/or certifications, changes in  
25 populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or  
26 is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify  
27 what steps will be taken to achieve satisfactory progress. The reports shall be due on the third Monday  
28 of March and September each year.

29 D. RSR – CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved  
30 by ADMINISTRATOR, documentation of services provided, including characteristics of clients  
31 receiving those services and descriptive information about CONTRACTOR’s organization. RSR  
32 documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding  
33 calendar year.

34 E. Countywide Data Reporting – CONTRACTOR shall fully comply with ADMINISTRATOR  
35 requirements for real-time data reporting of client demographics and selected service delivery  
36 information for Ryan White Act funded services. For purposes of this Agreement, real-time data  
37 //

1 reporting shall be defined as entering data into the COUNTY’s designated data system within five (5)  
2 business days of providing services, unless otherwise agreed upon in writing, by ADMINISTRATOR.

3 F. QM REPORTS – CONTRACTOR shall submit an annual QM Report with appropriate  
4 signature(s) to ADMINISTRATOR on the last business day of March each year; unless otherwise  
5 agreed to in writing by the ADMINISTRATOR. The QM Report shall be submitted in a format  
6 provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited to:

- 7 1. Summary of QM activities;
- 8 2. Service-specific outcome measure results as outlined in the annual Ryan White  
9 performance measures;
- 10 3. Summary of findings; and
- 11 4. Summary of how findings will be addressed.

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

16 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
17 Reports Paragraph of this Exhibit B to the Agreement.

18  
19 **VIII. SERVICES**

20 A. CONTRACTOR shall make all services specified herein available to eligible persons who  
21 reside in Orange County and are living with the HIV, in accordance with this Agreement. Parties  
22 understand that Common Standards of Care have been developed for all HIV Services and service-  
23 specific Standards of Care have been developed for some services. CONTRACTOR shall adhere to  
24 standards of care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may  
25 mutually agree, in writing, to adjust the Eligibility, Units of Service, and Staffing Subparagraphs set  
26 forth below for each program.

27 1. CONTRACTOR acknowledges that this Agreement is funded through the Ryan White Act,  
28 and that said funding is to be funding of last resort and may only be used to provide services when  
29 adequate alternative services are unavailable and no other resources exist to fund the services.

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

37 //

1 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including basic  
2 eligibility for all Ryan White services that includes proof of HIV status, proof of residency within  
3 Orange County, and lack of other sources of services. CONTRACTOR shall verify service specific  
4 service qualifications as outlined in the Requirements to be eligible and qualify document.

5 a. CONTRACTOR shall document verification of eligibility on forms provided or  
6 approved by ADMINISTRATOR.

7 b. Eligibility must be evaluated at least every six (6) months or when the client's  
8 eligibility or service qualifications change.

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

13 5. CONTRACTOR shall establish protocols for each of the contracted services within thirty  
14 (30) calendar days after contract commencement and submit the protocols to ADMINISTRATOR for  
15 approval. Protocols shall be consistent with contractual program requirements and standards of care  
16 provided by ADMINISTRATOR.

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

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

28 8. It is understood by both parties that ADMINISTRATOR places a high degree of  
29 importance on the availability of accurate and timely data. Examples include data on costs, utilization,  
30 and the cost-effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting  
31 data requests and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry  
32 of client demographic data, service eligibility verification, service utilization information, and instant  
33 reporting of service delivery. In addition, CONTRACTOR shall submit any data or report of agencies  
34 providing services with Ryan White Act or MAI funds required by the funding source and the  
35 department of Housing and Urban Development when providing services with HOPWA funds.

36 B. CASE MANAGEMENT - Medical Case Management ensures individuals are linked to and  
37 engaged in core medical services. Medical Case Management consists of a range of client-centered

1 services that link clients with access to medically appropriate levels of health and support services and  
 2 continuity of care. Medical Case Management services are provided by trained professionals, including  
 3 both medically credentialed and other health care staff who are part of the clinical care team, through all  
 4 types of encounters including face-to-face, phone contact, and any other form of communication. These  
 5 services ensure timely and coordinated access to medically appropriate levels of health and support  
 6 services. Medical Case Management should also ensure continuity of care through ongoing assessment  
 7 of the client's needs and personal support systems. Key activities include:

- 8 1) Initial assessment of service needs;
- 9 2) Development of a comprehensive, individualized service plan;
- 10 3) Coordination of services required to implement the plan;
- 11 4) Monitoring of client to assess the efficacy of the plan;
- 12 5) Periodic re-evaluation at least every three months and adaptation of the plan, as  
 13 necessary; and
- 14 6) Clear documentation of assessment, plan, and referrals.

15 Level of Medical Case Management:

16 1. Medical Retention Services (MRS) – Medical Case Management services shall focus on  
 17 ensuring medical adherence and retention in care. Individuals who are successfully engaged in care  
 18 should have a plan for transitioning out of Medical Case Management services. MRS is intended for  
 19 individuals who are:

- 20 a. Not adherent to HIV medication;
- 21 b. Medically compromised or have a viral load greater than 100,000 copies/mL; and/or
- 22 c. Dealing with medical co-morbidities that impede medical care adherence.

23 2. Linkage to Care – A range of client-centered services to link newly diagnosed individuals  
 24 and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access  
 25 Services (ARTAS) strengths-based model. The preferred model for the ARTAS Linkage to Care  
 26 service is to have dedicated medical case management staff distinct from other medical case  
 27 management staff who provide services beyond the initial ARTAS intervention. The ARTAS Linkage to  
 28 Care program shall be limited to six (6) months. Individuals that require additional assistance beyond six  
 29 (6) months shall be transitioned to other levels of case management as deemed appropriate based on  
 30 identified client need. LTC is intended for individuals who are:

- 31 a. Newly HIV-diagnosed;
- 32 b. New to Orange County and have not linked to a HIV medical provider;
- 33 c. Returning or re-engaging to HIV care; and/or
- 34 d. Transitioning to another payer source and have not linked to a HIV medical provider.

35 3. Non- Medical – Client Support Services - The provision of psychosocial support service  
 36 assistance to medically stable individuals. This includes the provision of needs assessment and timely  
 37 //

1 follow up to ensure clients are accessing needed supportive services. Non-medically credentialed staff  
2 can provide Service Coordination Case Management. Key activities include:

3 a. Initial assessment of service needs;  
4 b. Development of a comprehensive, individualized service plan;  
5 c. Coordination of services required to implement the plan;  
6 d. Monitoring of client to assess the efficacy of the plan;  
7 e. Periodic re-evaluation at least every six (6) months and adaptation of the plan, as  
8 necessary; and

9 f. Clear documentation of assessment, plan, and referrals. Client Support Services may  
10 be used as a “step-down” model for transitioning clients to increasing levels of self-sufficiency.

11 4. CONTRACTOR shall provide access to a full range of services. Services must be  
12 consistent with Standards of Care provided by ADMINISTRATOR. These services ensure timely and  
13 coordinated access to appropriate levels of health and support services.

14 5. Services should ensure continuity of care through ongoing assessment of the client’s needs  
15 and personal support systems.

16 6. CONTRACTOR shall implement appropriate strategies to improve access to care and  
17 adherence to treatment.

18 7. CONTRACTOR shall provide activities as follows and shall include written justification  
19 for providing services to individual clients in the client’s home, in the hospital, or at any location other  
20 than CONTRACTOR’s offices. All activities relate to the client’s care shall be documented in the client  
21 record. CONTRACTOR shall conduct the following activities:

22 a. Client Registration:

23 1) Perform client registration within five (5) business days of the client's referral or  
24 initial client contact. Client registration shall include gathering of pertinent client information necessary  
25 to establish the client’s eligibility, demographic information, and information necessary for federal  
26 reporting.

27 2) Provide client with information that includes: client’s rights and responsibilities,  
28 information about filing a grievance, and notice of privacy practices. The case manager should also  
29 obtain required documents, including: consent for client information to be entered in County wide  
30 database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of  
31 information on the grievance process, and releases of information as appropriate.

32 b. Psychosocial Assessment:

33 1) The assessment process shall start within five days of client registration and must  
34 be completed within thirty (30) days. Areas of assessment should include, but not be limited to: medical  
35 need; understanding of HIV transmission factors; substance use; mental health issues; financial needs;  
36 nutritional needs; housing and living situation; social and emotional support; legal issues; and  
37 transportation.



2) Utilize a psychosocial assessment tool and complete a client acuity scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and monitor client needs.

3) Match the education/experience level of the case manager to client acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case management.

4) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,

a) CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.

Level of Case Management	Minimum Psychosocial Assessment Frequency	Minimum Contact Frequency
Medical Retention Services	3 months	1 month
Linkage to Care Services	3 months	twice a month
Client Support Services	6 months	3 months

5) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients. Periodicity should be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as noted above.

c. Education: Incorporate general and client-specific prevention education into case management sessions.

d. Individual Service Plan (ISP):

1) Develop an ISP with specific client goals, actions to be taken, timeframes for actions, and responsible parties for each activity within thirty (30) calendar days of the client's registration.

2) Work collaboratively with the client and involve the client in the development of the ISP.

3) Modify the ISP as the client's needs change. The ISP shall be a living document and updated as frequently as required based on client's goals and progress. CONTRACTOR shall update the ISP at a minimum of every six (6) months.

e. Referral/Advocacy and Coordination of Services:

1) Based on the client's registration and assessment, refer client to appropriate health, social services, and entitlement programs available in-house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental services).

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1 2) Contact agency to which client was referred to make sure linkages were  
2 established.

3 f. Follow-Up and Monitoring:

4 1) Periodically contact clients to assess and re-evaluate client's level of functioning  
5 and changing clinical and psychological needs based on assessed acuity.

6 2) Respond in a timely and appropriate manner to client requests for assistance and to  
7 client needs.

8 3) Conduct follow-up on clients who fall out of care.

9 4) Make reasonable attempts to maintain clients who have behavioral issues that  
10 impede delivery of services in Case Management. This may include establishing behavioral contracts  
11 for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation  
12 necessitating behavioral contracts for continuation of services.

13 g. Coordination of Medical Care:

14 1) Assess client's access to medical care and any barriers to care. Case managers  
15 shall make an effort to identify barriers to adherence.

16 2) Monitor client medication adherence and provide assistance as appropriate.

17 3) Communicate barriers to adherence to client's medical care providers.

18 h. Service Closure:

19 1) Document service closure of client in client file.

20 2) Make reasonable and appropriate attempts to locate and communicate with clients  
21 lost to follow-up before terminating services. The case manager may refer the case to an outreach  
22 worker in an attempt to bring the client back into care if attempts to locate client have been  
23 unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a  
24 termination plan.

25 3) Close out the client in the data collection system within thirty (30) days of service  
26 closure.

27 C. REFERRAL FOR HEALTH CARE AND SUPPORT SERVICES - directs a client to needed  
28 core medical or support services in person or through telephone, written, or other type of  
29 communication. Activities provided under this service category may include referrals to assist HRSA  
30 Ryan White HIV/AIDS Program-eligible clients to obtain access to other public and private programs  
31 for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs,  
32 Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and  
33 supportive services, or health insurance Marketplace plans).

34 1. Client Advocacy - The provision of basic needs assessment and assistance (through  
35 appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed  
36 services. Key activities include:

37 a. Assessment of service needs;

- b. Provision of information and/or referrals;
- c. Assistance in obtaining registration information for individuals pending enrollment in a service and who are initiating a thirty (30) day grace period, if needed;
- d. Clear documentation of assessment and referrals. On-going follow-up with clients is not a requirement of Client Advocacy.

2. Benefits Counseling - The provision of services that refer or assist eligible clients to obtain access to non-Ryan White public and private programs for which they may be eligible, including Medicaid, Medicare Part D, Social Security Disability Insurance, State Disability Insurance, Supplemental Security Income, General Relief, State Pharmacy Assistance Programs, Health Insurance Premium Programs, and other supportive services. Key activities include:

- a. Assessment of service needs;
- b. Helping clients to understand eligibility criteria for benefits, the benefits provided by the program, the payment process and the rights of beneficiaries; providing consultation and advice regarding benefits programs;
- c. Assistance in completing the benefits application forms;
- d. Negotiating on the behalf of clients with benefits administration staff; and/or
- e. Referring to and coordinating with legal services in cases of administrative proceedings.

3. Eligibility Screening – The Provision of services that assist individuals in identifying programs for which they are eligible. Screening is required for Ryan White services. Key activities include:

- a. Obtaining proof of HIV status;
- b. Assessment of Orange County residency;
- c. Determining household income; and/or
- d. Assessing other prior resources (e.g., public or private insurance) and conducting an assessment of eligibility every six (6) months.
- e. Eligibility screening activities include centralized eligibility screening limited to established centralized eligibility screening locations that are ADAP certified that also provide OA-HIPP application processing. Staff providing Eligibility Screening shall obtain and maintain AIDS Drug Assistance Program (ADAP) certification in order to assist PLWH in obtaining medications or Office of AIDS Health Insurance Premium Program (OA-HIPP) through ADAP.

**D. MENTAL HEALTH**

1. The provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

1 2. CONTRACTOR shall provide access to mental health services to eligible populations.  
2 Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR  
3 shall conduct the following activities:

4 a. Client Registration:

5 1) Perform client registration within five (5) business days of the client's referral or  
6 initial client contact. Client Registration shall include gathering of pertinent client information necessary  
7 to establish the client's eligibility, demographic information, and information necessary for federal  
8 reporting.

9 2) Provide client with information that includes: client's rights and responsibilities,  
10 information about filing a grievance, and notice of privacy practices. The case manager should also  
11 obtain required documents, including: consent for client information to be entered in Countywide  
12 database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of  
13 information on the grievance process, and releases of information as appropriate.

14 b. Comprehensive Assessment:

15 1) Begin assessment of client within one (1) week of client registration and complete  
16 assessment within thirty (30) days. Areas of assessment should include, but not be limited to: mental  
17 health issues, medical need; understanding of HIV transmission factors; substance use; financial needs;  
18 social support, emotional support, legal issues, education and employment, and spirituality.

19 2) Conduct ongoing reassessments based on client's need but at minimum of once  
20 every twelve (12) months.

21 c. Individual Treatment Plan (ITP):

22 1) Develop an ITP with specific client goals, interventions proposed, timeframes for  
23 actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.

24 2) Review and revise ITP as necessary, at a minimum of every twelve (12) months.

25 d. Treatment Provision:

26 1) Provide individual therapy and/or group counseling sessions to clients based on the  
27 treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.

28 2) Provide clients in crisis with immediate evaluation and, as appropriate based on  
29 evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing services  
30 to clients in crisis during regular business hours;

31 e. Referrals / Coordination of Services / Linkages: Develop linkages with other  
32 community providers and mental health resources for client referrals, as appropriate. These providers  
33 and resources shall include, but not be limited to, other Orange County HIV care and treatment  
34 programs, case managers, and HIV education/prevention programs designed to prevent HIV  
35 transmission; and

36 f. Service Closure:

37 1) Document service closure of client in client file.

1 2) Close out the client in the data collection system within thirty (30) days of service  
2 closure.

3 g. The maximum number of individual counseling sessions provided under this service  
4 category is fifteen (15) sessions. Based on the client’s therapeutic need, the therapist may increase the  
5 maximum number of sessions to twenty five (25) with prior written approval from the  
6 ADMINISTRATOR. Family and/or couples counseling also fall under this service category and is  
7 limited to a maximum of fifteen (15) sessions. The fifteen (15) sessions are in addition to the fifteen (15)  
8 individual counseling sessions available to a client and can be rendered in any combination of family  
9 and/or couples counseling sessions.

10 h. Group counseling sessions consists of face-to-face contact between one (1) or more  
11 therapists and up to five (5) Ryan White eligible clients.

12 E. HEALTH INSURANCE PREMIUM AND COST SHARING

13 1. Health Insurance Premium/Cost Sharing - The provision of financial assistance to eligible  
14 clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy  
15 benefits under a health care coverage program. Health insurance also includes standalone dental  
16 insurance. The service consists of paying health insurance premiums to provide comprehensive HIV  
17 Outpatient/Ambulatory Health Services, and pharmacy benefits that provide a full range of HIV  
18 medications for eligible clients; and/or paying standalone dental insurance premiums to provide  
19 comprehensive oral health care services for eligible clients; and/or paying cost sharing on behalf of the  
20 client.

21 2. CONTRACTOR shall provide the following services:

22 a. CONTRACTOR shall provide access to services to eligible populations. Services must  
23 be consistent with Standards of Care provided by ADMINISTRATOR.

24 b. Assistance with co-pays for prescription eyewear for conditions related to HIV, mental  
25 health services, and Medicare Part D true out-of-pocket (TrOOP) costs may be provided under this  
26 service. Plans that include dental and vision benefits may be covered by Health Insurance Premium  
27 assistance. Individuals accessing this service must apply for the Office of AIDS-Health Insurance  
28 Premium Program (OA-HIPP).

29 c. Share-of-cost is not covered under Health Insurance Premium and Cost Sharing  
30 Assistance for those clients who receive Medi-Cal without prior written approval by  
31 ADMINISTRATOR.

32 d. Temporary coverage of insurance premiums shall consist of a program of financial  
33 assistance for eligible individuals with HIV designed to maintain continuity of health insurance until the  
34 client has been enrolled and accepted into a private, state, or federally supported medical insurance  
35 program. Coverage may include premium payments, risk pools, co-payments, and deductibles.

36 F. EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS

37 //

1 1. Emergency Financial Assistance for Medications - The provision of limited one-time or  
2 short-term payments to assist an HRSA Ryan White HIV/AIDS Program (RWHAP) client with an  
3 urgent need for essential items or services necessary to improve health outcomes, including: utilities,  
4 housing, food (including groceries and food vouchers), transportation, medication not covered by an  
5 AIDS Drug Assistance Program (ADAP) or AIDS Pharmaceutical Assistance, or another HRSA  
6 RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must  
7 occur as a direct payment to an agency or through a voucher program.

8 2. CONTRACTOR shall provide the following services:

9 a. CONTRACTOR shall provide access to services to eligible populations. Services must  
10 be consistent with Standards of Care provided by ADMINISTRATOR.

11 b. Coverage shall include the full cost of medications not covered by ADAP, co-pays for  
12 medications, and/or medical insurance premiums.

13 c. Payments shall be made directly to pharmacies for drugs prescribed by a licensed  
14 medical provider. Requests for medication services must be submitted by the client within sixty (60)  
15 calendar days of receiving the medications.

16 d. Medications for chronic use will be approved for one month only; during this time, the  
17 client's physician must attempt to secure the medication for the client through the Manufacturer's  
18 Patient Assistance Program. If the assistance program takes longer than one month, or if the client is  
19 denied, CONTRACTOR may approve ongoing assistance if the physician provides appropriate  
20 documentation.

21 e. Drugs to be paid for must be on an approved list of drugs as determined by  
22 ADMINISTRATOR. CONTRACTOR may request that unlisted drugs be added to the approved list.

23 f. Assistance with co-pays for Medicare Part D true out-of-pocket (TrOOP) costs may be  
24 provided under this service.

25 G. HOME HEALTH CARE

26 1. Home Health Care – The provision of services that are appropriate to an eligible client's  
27 needs and are performed by licensed professionals. Activities provided under Home Health Care must  
28 relate to the client's HIV disease and may include administration of prescribed therapeutics (e.g.  
29 intravenous and aerosolized treatment, and parenteral feeding), preventive and specialty care, wound  
30 care, routine diagnostics testing administered in the home, and other medical therapies. Hospice services  
31 include room, board, nursing care, mental health, counseling, physician services, and palliative  
32 therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-  
33 acute-care section of a hospital that has been designated and staffed to provide hospice services for  
34 terminal clients. Hospice services may be reimbursed with prior written approval by  
35 ADMINISTRATOR. Inpatient hospital services, nursing homes, and other long-term care facilities are  
36 not allowed.

37 //

1 2. CONTRACTOR shall provide access to services to eligible populations. Services must be  
2 consistent with Standards of Care provided by ADMINISTRATOR.

3 3. CONTRACTOR shall provide Home Health Care services either directly by  
4 CONTRACTOR or by subcontractors. CONTRACTOR shall be responsible for the administration of  
5 the program, whether services are provided directly or via subcontract. Component services are:

6 a. Professional care, which includes routine and skilled nursing, rehabilitation, or hospice  
7 care provided in the client’s home or residential setting with prior written approval by  
8 ADMINISTRATOR. Skilled nursing services are provided by a Registered Nurse or a Licensed  
9 Vocational Nurse, and the services shall be within the scope of practice of the California Nurse Practice  
10 Act.

11 b. Specialized care, which includes intravenous and aerosolized medication treatment,  
12 including prescription drugs administered as part of such therapy, diagnostic testing, parenteral feeding,  
13 and other highly technical services. Also included are incontinent supplies, sterile dressings, and other  
14 supplies. The need for specialized care shall be assessed by a registered nurse case manager and pre-  
15 approved by CONTRACTOR’s Clinical Director – Programs prior to authorization.

16 H. HOME AND COMMUNITY-BASED SERVICES/REHABILITATION

17 1. The provision of services to an eligible client in an integrated setting appropriate to client’s  
18 needs, based on a written plan of care established by a medical care team under the direction of a  
19 licensed clinical provider. Services include appropriate mental health, developmental, and rehabilitation  
20 services, day treatment or other partial hospitalization services, durable medical equipment, and home  
21 health aide services and personal care services in the home. Inpatient hospital services, nursing homes,  
22 and other long-term care facilities are not included.

23 2. CONTRACTOR shall provide access to services to eligible populations. Services must be  
24 consistent with Standards of Care provided by ADMINISTRATOR.

25 3. CONTRACTOR shall provide Home and Community-Based services either directly by  
26 CONTRACTOR or by subcontractors. CONTRACTOR shall be responsible for the administration of  
27 the program, whether services are provided directly or via subcontract. Component services are:

28 a. Paraprofessional care, which includes homemaker, home health aide and personal/  
29 attendant care;

30 1) Home-health aide services shall include household services such as cleaning,  
31 laundry, shopping and errands, and other services necessary to allow clients to continue to live in their  
32 homes independently.

33 2) Home-health aide and personal or attendant services shall include services  
34 provided by a nurse assistant certified by the State of California, or an individual who has successfully  
35 completed a minimum of forty (40) hours of orientation and training in providing personal care services.  
36 These services include planning and preparing meals, taking vital signs, reporting changes in the client’s

37 //

1 condition and needs, and assisting the client with basic needs such as getting into and out of bed,  
2 bathing, dressing, and eating.

3 b. DME, which includes prosthetics, devices, and equipment used by clients in a home or  
4 residential setting, e.g., wheel chairs, shower benches, inhalation therapy equipment, hospital beds,  
5 bedside commodes, egg-crate mattresses, walkers and canes used to maintain clients' comfort and safety  
6 in the home setting. In-touch phones shall be provided to clients who need twenty-four (24) hour  
7 monitoring because of risk of falls or other hazards, but who do not require twenty-four hour attendant  
8 care.

9 I. MEDICAL NUTRITION THERAPY

10 1. The provision of nutritional counseling based on a physician's recommendation and a  
11 nutritional plan developed by a licensed, registered dietitian. This service is intended to provide  
12 medically necessary referrals to food bank and nutritional supplements. Medical necessity is determined  
13 based on an individual's nutritional plan. The plan ensures that clients have access to food and  
14 nutritional supplements that promote appropriate weight, address specific medical issues, and/or ensure  
15 medication adherence.

16 2. CONTRACTOR shall provide access to services to eligible clients. Services must be  
17 consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the  
18 following activities:

- 19 a. Provide a nutritional assessment for each client;  
20 b. Develop a nutrition plan; and  
21 c. Facilitate referrals for nutrition services as appropriate.

22 J. FOOD BANK

23 1. The provision of supplemental food to eligible clients through a food pantry. It does not  
24 include providing clients funding to purchase food or meals. Food from at least four out of the five  
25 basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service  
26 must include documented ongoing education and referral of all clients to the food stamp program (if  
27 eligible) and community programs.

28 2. CONTRACTOR shall provide access to services to eligible populations. Services must be  
29 consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the  
30 following activities:

- 31 a. Provide food to clients with consideration of client's nutritional needs and/or dietary  
32 restrictions;  
33 b. Ensure food bank order has, at minimum, an approximate retail value of  
34 fifty dollars (\$50).  
35 c. Distribute food items prior to the labeled expiration date;  
36 d. Ensure that food bank menu items are inspected for quality and re-evaluated on a semi-  
37 annual basis by a registered dietitian;



- 1 e. Ensure that food selections and services are culturally appropriate;
- 2 f. Conduct a survey at least once per year to measure clients' satisfaction with the Food
- 3 Bank menu;
- 4 g. Make food bank orders available to clients at all Orange County Ryan White Act-
- 5 funded agencies.

6 K. NUTRITIONAL SUPPLEMENTS

7 1. The provision of high-caloric nutritional supplements to individuals experiencing difficulty  
8 maintaining appropriate weight. Supplements are recommended by a licensed registered dietitian and  
9 approved by a physician. Supplements may include, but are not limited to, nutritional drinks (such as  
10 Ensure) and bars. Non-prescription basic multi-vitamins may also be offered.

11 2. CONTRACTOR shall provide access to the following Nutritional Supplements services.  
12 Services must be consistent with Standards of Care provided by ADMINISTRATOR.

13 a. High calorie supplements recommended by a licensed registered dietitian and approved  
14 by a physician; and /or

15 b. Multi-vitamin supplement through the Food Bank prescribed or recommended in  
16 writing as indicated above.

17 c. Conduct, at a minimum, quarterly re-evaluations of client's nutritional needs and need  
18 for services.

19 L. HOME DELIVERED MEALS

20 1. The provision of nutritionally balanced prepared meals to individuals who are home-bound  
21 due to physical disability and/or unable to independently prepare meals.

22 2. CONTRACTOR shall provide access to services to eligible populations. Services must be  
23 consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the  
24 following activities:

25 a. Perform an initial meal assessment for each client to determine the nutritional needs  
26 and/or dietary restrictions;

27 b. Conduct, at minimum, quarterly re-evaluations of client's nutritional needs and need  
28 for services;

29 c. Ensure that each meal contains at least one (1) serving from each of the following food  
30 groups:

- 31 1) Meat, fish, poultry, dry beans, eggs, and nuts;
- 32 2) Rice, noodles, cereal and bread;
- 33 3) Fruits and vegetables.

34 d. Ensure that home-delivered meals items are inspected for quality and re-evaluated on a  
35 semi-annual basis by a registered dietitian;

36 e. Provide a minimum of two (2) meals a day to eligible clients;

37 f. Recruit, train, and supervise volunteer meals drivers;

- 1 g. Coordinate and schedule volunteer drivers to deliver meals;
- 2 h. Disseminate information describing the meal program and eligibility requirements to
- 3 ensure these services are known and accessible to individuals, groups and/or private and public agencies
- 4 associated with providing services to HIV-infected individuals in Orange County.

5 M. MEDICAL TRANSPORTATION

6 1. The provision of nonemergency transportation that enables an eligible client to access or be  
7 retained in core medical and support services. Conveyance services by rideshare and provider van  
8 provided to a client in order to access HIV-related health care services. Services may be provided  
9 routinely or on an urgent basis.

10 2. CONTRACTOR shall provide access to services to eligible populations. Services must be  
11 consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the  
12 following activities:

- 13 a. Conduct client registration to gather necessary information and provide client with
- 14 information regarding client’s rights and services.
- 15 b. Assess the client's needs to determine best mode of transportation;
- 16 c. Schedule client rides and contact clients with confirmation;
- 17 d. Maintain current records of client's name, date of trip, purpose of trip, and services
- 18 provided;
- 19 e. Enroll all transportation staff in the DMV Pull Notice Program;
- 20 f. Conduct quarterly safety reviews with staff drivers;
- 21 g. Comply with applicable California laws and regulations pertaining to safety
- 22 inspections; and
- 23 h. Schedule and maintain records of all vehicle maintenance.
- 24 i. Medical transportation services must be provided in conjunction with a known
- 25 upcoming health care appointment.

26 3. The most cost-effective means of transportation that meets client’s needs shall be utilized.  
27 Clients whose medical transportation needs may be met by using bus passes or ACCESS coupons shall  
28 receive those services through case management or client advocacy services.

29 N. MINORITY AIDS INITIATIVE CASE MANAGEMENT (MAI)

30 1. Minority AIDS Initiative (MAI) Case Management services are intended to address the  
31 needs of ethnic minority populations (African American, Latino, and Asian Pacific Islanders) who are  
32 living with HIV reach viral load suppression at the same percentage as the general population living  
33 with HIV. MAI funded activities must be targeted to improve HIV-related health outcomes, reduce  
34 existing racial and ethnic health disparities, and contribute to improvements along the HIV care  
35 continuum.

36 2. MAI Medical Case Management ensures individuals are linked to and engaged in core  
37 medical services. MAI Medical Case Management consists of a range of client-centered services that

1 link clients with access to medically appropriate levels of health and support services and continuity of  
 2 care. MAI Medical Case Management services are provided by trained professionals, including both  
 3 medically credentialed and other health care staff who are part of the clinical care team, through all  
 4 types of encounters including face-to-face, phone contact, and any other form of communication. These  
 5 services ensure timely and coordinated access to medically appropriate levels of health and support  
 6 services. MAI Medical Case Management should also ensure continuity of care through ongoing  
 7 assessment of the client's needs and personal support systems. Key activities include:

- 8 a. Initial assessment of service needs;
- 9 b. Development of a comprehensive, individualized service plan;
- 10 c. Coordination of services required to implement the plan;
- 11 d. Monitoring of client to assess the efficacy of the plan;
- 12 e. Periodic re-evaluation at least every three months and adaptation of the plan, as  
 13 necessary; and
- 14 f. Clear documentation of assessment, plan, and referrals.

15 3. Medical Retention Services (MRS): MRS services shall focus on ensuring medical  
 16 adherence and retention in care. Individuals who identify as ethnic minorities who are successfully  
 17 engaged in care should have a plan for transitioning out of MRS. MRS services are intended for  
 18 individuals who identify as ethnic minorities who are:

- 19 a. Returning or re-engaging to HIV care;
- 20 b. Not adherent to HIV medication;
- 21 c. Medically compromised or have a viral load greater than 100,000 copies/mL; and/or
- 22 d. Dealing with medical co-morbidities that impede medical care adherence.

23 4. Linkage to Care (LTC): LTC services to link newly diagnosed individuals that identify as  
 24 ethnic minorities and those needing re-engagement in HIV care must utilize the Anti-Retroviral  
 25 Treatment and Access Services (ARTAS) strengths-based model. The preferred model for the ARTAS  
 26 Linkage to Care service is to have dedicated medical case management staff, distinct from other medical  
 27 case management staff who provide services beyond the initial ARTAS intervention. The ARTAS  
 28 Linkage to Care program shall be limited to six (6) months. LTC should include referral/linkage to  
 29 Rapid Anti-Retroviral Treatment (ART) services. Individuals that require additional assistance beyond  
 30 six (6) months shall be transitioned to other levels of case management as deemed appropriate based on  
 31 identified client need. LTC services are intended for individuals who identify as ethnic minorities who  
 32 are:

- 33 a. Newly HIV-diagnosed within six (6) months;
- 34 b. New to Orange County and have not linked to a HIV medical provider; and/or
- 35 c. Returning or re-engaging to HIV care.

36 5. Performance Bonus: Contractor who maintain or achieve viral load suppression for MAI  
 37 eligible clients are eligible to receive the performance bonus, the performance bonus will be distributed

1 on an annual basis and will be awarded upon successful completion of reporting requirements set forth  
2 by ADMINISTRATOR.

3 O. Quality Management (QM) Activities

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

7 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
8 Services Paragraph of this Exhibit B to the Agreement.

9  
10 **IX. STAFFING**

11 A. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care provided  
12 by ADMINISTRATOR.

13 B. CONTRACTOR shall ensure that

14 1. Paraprofessional services are provided by a homemaker, a home-health aide, a nurse  
15 assistant certified by the State of California, or an individual who has successfully completed a  
16 minimum of forty (40) hours of orientation and training in providing personal care services;

17 2. Registered Nurses providing care possess a current California license, and have experience  
18 and/or education demonstrating knowledge of techniques and principles of home-health care.

19 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
20 Staffing Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
HIV CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
«UC\_DBA»

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

**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 CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, 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 Agreement.

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 Agreement 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 CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the

1 terms of this Business Associate Contract and the applicable standards, implementation specifications,  
2 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter  
3 amended,with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or  
4 disclosed pursuant to the Agreement.

5 B. DEFINITIONS

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

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

12 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

34 18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
35 160.103.

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C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

32 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
33 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
34 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
35 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
36 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
37 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

1 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
2 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
3 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
4 event:

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

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

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

#### 13 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

#### 11 E. DATA SECURITY REQUIREMENTS

##### 12 1. Personal Controls

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

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

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

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

1           2. Technical Security Controls

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

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

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

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

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

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

33           g. User IDs and Password Controls. All users must be issued a unique user name for  
34 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
35 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
36 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
37 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

1 be a non-dictionary word. Passwords must not be stored in readable format on the computer.  
2 Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if  
3 revealed or compromised. Passwords must be composed of characters from at least three of the  
4 following four groups from the standard keyboard:

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

9 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
11 must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or  
12 by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication  
13 800-88. Other methods require prior written permission by COUNTY.

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

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

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

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

33 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
35 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
36 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

37 //

1 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
2 website access, file transfer, and E-Mail.

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

### 7 3. Audit Controls

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

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

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

### 21 4. Business Continuity/Disaster Recovery Control

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

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

### 34 5. Paper Document Controls

35 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
36 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
37 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

1 that information is not being observed by an employee authorized to access the information. Such PHI  
2 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
3 baggage on commercial airplanes.

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

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

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

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

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

25 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

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1 requests for further information, or follow-up information after report to COUNTY, when such request  
2 is made by COUNTY.

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

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

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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1 3. The obligations of this Business Associate Contract shall survive the termination of the  
2 Agreement.  
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EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
HIV CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
«UC\_DBA»

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

**I. PERSONAL INFORMATION AND SECURITY CONTRACT**

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

A. DEFINITIONS

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

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

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

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

5. "IEA" shall mean the Information Exchange Agreement 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 IEA and CMPPA.

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

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

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

14 B. TERMS OF AGREEMENT

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

20 2. Responsibilities of CONTRACTOR  
21 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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