

AGREEMENT FOR PROVISION OF
HIV TRANSITIONAL HOUSING SERVICES

BETWEEN

COUNTY OF ORANGE

AND

STRAIGHT TALK CLINIC, INC.

JULY 1, ~~2014~~2015 THROUGH JUNE 30, ~~2015~~2016

THIS AGREEMENT entered into this 1st day of July ~~2014~~2015, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and STRAIGHT TALK CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Human Immunodeficiency Virus (HIV) Transitional Housing ~~Services~~services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2015 through June 30, ~~2015~~2016

Maximum Obligation: ~~\$203~~ \$208,685

Basis for Reimbursement: Actual Cost

Payment Method: ~~Actual Cost~~ Monthly in Arrears

CONTRACTOR DUNS Number: 09-609-7514

CONTRACTOR TAX ID Number: 23-7134097

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract ~~Development and Management~~Services
405 West 5th Street, ~~6th Floor~~Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Straight Talk Clinic, Inc.
5712 Camp Street
Cypress, CA 90630
Contact Person: Shelly Lummus
Contact ~~Person~~-E-Mail: slummus@straighttalkcounseling.org

#

I. ACRONYMS

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

<u>1</u>		
<u>2</u>		
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<u>4</u>	A. AIDS	Acquired Immune Deficiency Syndrome
<u>5</u>	B. ARRA	American Recovery and Reinvestment Act
<u>6</u>	C. ASRS	Alcohol and Drug Programs Reporting System
<u>7</u>	D. CAP	Corrective Action Plan
<u>8</u>	E. CCC	California Civil Code
<u>9</u>	F. CCR	California Code of Regulations
<u>10</u>	G. CFR	Code of Federal Regulations
<u>11</u>	H. CHPP	COUNTY HIPAA Policies and Procedures
<u>12</u>	I. CHS	Correctional Health Services
<u>13</u>	J. D/MC	Drug/Medi-Cal
<u>14</u>	K. DHCS	Department of Health Care Services
<u>15</u>	L. DPFS	Drug Program Fiscal Systems
<u>16</u>	M. DRS	Designated Record Set
<u>17</u>	N. FTE	Full Time Equivalent
<u>18</u>	O. HCA	Health Care Agency
<u>19</u>	P. HHS	Health and Human Services
<u>20</u>	Q. HIPAA	Health Insurance Portability and Accountability Act
<u>21</u>	R. HIV	Human Immunodeficiency Virus
<u>22</u>	S. HSC	California Health and Safety Code
<u>23</u>	Y. IRIS	Integrated Records and Information System
<u>24</u>	U. MHP	Mental Health Plan
<u>25</u>	V. OCJS	Orange County Jail System
<u>26</u>	W. OCPD	Orange County Probation Department
<u>27</u>	X. OCR	Office for Civil Rights
<u>28</u>	Y. OCSD	Orange County Sheriff's Department
<u>29</u>	Z. OIG	Office of Inspector General
<u>30</u>	AA. OMB	Office of Management and Budget
<u>31</u>	AB. OPM	Federal Office of Personnel Management
<u>32</u>	AC. PADSS	Payment Application Data Security Standard
<u>33</u>	AD. PC	State of California Penal Code
<u>34</u>	AE. PCI DSS	Payment Card Industry Data Security Standard
<u>35</u>	AF. PHI	Protected Health Information
<u>36</u>	AG. PII	Personally Identifiable Information
<u>37</u>	AH. PRA	Public Record Act

1	AI.	SSI	Supplemental Security Income\
2	AJ.	TB	Tuberculosis
3	AK.	USC	United States Code
4	AL.	WIC	State of California Welfare and Institutions Code

6 II. ALTERATION OF TERMS

7 A. This Agreement, together with ~~Exhibit A~~ Exhibits A, B, and C attached hereto and incorporated
8 herein ~~by reference~~, fully expresses all the complete understanding of COUNTY and CONTRACTOR
9 with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between~~
10 ~~the parties for these purposes. No.~~

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

16 III. ASSIGNMENT OF DEBTS

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

25 IV. COMPLIANCE

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

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

32 ~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who~~
33 ~~provide health care items or services or who perform billing or coding functions on behalf of HCA.~~
34 ~~Notwithstanding the above, this term does not include part time or per diem employees, contractors,~~
35 ~~subcontractors, agents, and other persons who are not reasonably expected to work more than one~~
36 ~~hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals~~
37 ~~at the point when they work more than one hundred sixty (160) hours during the calendar year.~~

~~1 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
2 ADMINISTRATOR's Compliance Program and related policies and procedures.~~

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

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

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

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

16 ——— 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
17 Compliance Program and Code of Conduct contains all required elements.- CONTRACTOR shall take
18 necessary action to meet said standards or shall be asked to acknowledge and agree to ~~the~~
19 ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct if the CONTRACTOR's
20 Compliance Program and Code of Conduct does not contain all required elements.

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

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

29 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
30 procedures and screen all Covered Individuals employed or retained to provide services related to this
31 Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder.~~ pursuant to
32 this Agreement. Screening shall be conducted against the General Services Administration's ~~List of~~
33 ~~Parties Excluded from Federal Programs~~ Parties List System or System for Award Management, the
34 Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and
35 the California Medi-CAL Cal Suspended and Ineligible Provider List and/or any other list or system as
36 identified by the ADMINISTRATOR.

37 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who

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

9 2. ~~1.~~ An Ineligible Person shall be any individual or entity who:

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

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

15 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 16 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 17 Agreement.

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

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

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

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

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

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

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

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

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

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

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

18 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
 19 ~~by ADMINISTRATOR's employees and contract providers.~~

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

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

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

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

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

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

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

~~CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

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

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

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

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

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

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

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

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

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

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

B. Prior to providing any services pursuant to this Agreement, all ~~CONTRACTOR~~ members of the

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

7 C. CONTRACTOR shall have in effect a system to protect ~~patient~~ client records from inappropriate
 8 disclosure in connection with activity funded under this Agreement. This system shall include
 9 provisions for employee education on the confidentiality requirements, and the fact that disciplinary
 10 action may occur upon inappropriate disclosure. -CONTRACTOR agrees to implement administrative,
 11 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,
 12 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.
 13 CONTRACTOR shall provide COUNTY ADMINISTRATOR with information concerning such
 14 safeguards.

15 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
 16 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
 17 regulations regarding confidentiality.

18 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
 19 security, and shall include them in all subcontracts.

20 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
 21 week, of any suspected or actual breach of its computer system ~~security, if the security breach would~~
 22 ~~require notification under CCC §1798.82.~~

23 VI. COST REPORT

24 A. CONTRACTOR shall submit ~~separate~~ a Cost Reports Report to COUNTY no later than forty-
 25 five (45) calendar days following termination of this Agreement. CONTRACTOR shall prepare the
 26 Cost Report in accordance with all applicable federal, state and county COUNTY requirements,
 27 ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement.
 28 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
 29 and funding sources in accordance with such requirements and consistent with prudent business
 30 practice, which costs and allocations shall be supported by source documentation maintained by
 31 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

35 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 36 business day after the above specified due date that the accurate and complete Cost Report is not
 37

1 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
 2 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
 3 CONTRACTOR.

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

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

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

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

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

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

37 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to

1 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
2 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
3 such payment does not exceed the Maximum Obligation of COUNTY ~~for the period.~~

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

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

15
16 Signed _____
17 Name _____
18 Title _____
19 Date _____"

20 #

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

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

27 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
28 prior written consent of COUNTY.

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

35 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
36 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
37 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a

1 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
 2 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
 3 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

32 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

33 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
 34 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
 35 and consultants performing work under this Agreement meet the citizenship or alien status
 36 ~~requirement~~requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain,
 37

1 from all employees, subcontractors, and consultants performing work hereunder, all verification and
 2 other documentation of employment eligibility status required by federal or state statutes and regulations
 3 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as
 4 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 5 documentation for all covered employees, subcontractors, and consultants for the period prescribed by
 6 the law.

8 **IX. EQUIPMENT**

9 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 10 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 11 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.
 12 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs
 13 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
 14 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
 15 taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 16 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 17 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 18 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 19 depreciated according to ~~generally accepted accounting principles~~ GAAP.

20 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
 21 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 22 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 23 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 24 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 25 purchased asset in an Equipment inventory.

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

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

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

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

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

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

11 12 **X. FACILITIES, PAYMENTS AND SERVICES**

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

18 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
19 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the ~~Total~~ Maximum
20 Obligation. The reduction to the ~~Total~~ Maximum Obligation shall be in an amount proportionate to the
21 number of days in which CONTRACTOR was determined to be unable to provide services, staffing,
22 facilities or supplies.

23 #

24 **XI. INDEMNIFICATION AND INSURANCE**

25 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
26 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
27 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
28 (~~“COUNTY INDEMNITEES”~~) harmless from any claims, demands or liability of any kind or nature,
29 including but not limited to personal injury or property damage, arising from or related to the services,
30 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
31 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
32 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
33 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
34 a jury apportionment.

35 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
36 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
37 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this

Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

~~C.~~ //

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

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

upon review of CONTRACTOR's current audited financial report.

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

~~E.F.~~ QUALIFIED INSURER

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

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

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

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<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>
		<u>Coverage</u>								<u>Minimum Limits</u>										
		Commercial General Liability								\$1,000,000										per
		occurrence																		
		\$2,000,000 aggregate																		
		Automobile Liability including coverage								\$1,000,000										per occurrence
		for owned, non-owned and hired vehicles																		
		Workers' Compensation								Statutory										
		Employers' Liability Insurance								\$1,000,000										per occurrence
		Professional Liability Insurance								\$1,000,000										per claims made
		or per occurrence																		
										\$1,000,000 aggregate										
		Sexual Misconduct Liability								\$1,000,000										per occurrence

22 **GH.** REQUIRED COVERAGE FORMS

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

24 substitute form providing liability coverage at least as broad.

25 2. The Business ~~Auto~~Automobile Liability coverage shall be written on ISO form CA 00 01,

26 CA 00 05, CA ~~0012~~00 12, CA 00 20, or a substitute form providing coverage at least as broad.

27 **HJ.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the

28 following endorsements, which shall accompany the COI:

29 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least

30 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and

31 agents as Additional Insureds.

32 2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance

33 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and

34 non-contributing.

35 **IJ.** All insurance policies required by this Agreement shall waive all rights of subrogation against

36 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,

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

~~J~~

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

~~K. All insurance policies required by this Agreement~~ L. CONTRACTOR shall ~~give~~ notify COUNTY in writing within thirty (30) ~~calendar~~ days ~~notice in the event~~ of any policy cancellation and ten (10) ~~calendar~~ days ~~notice~~ for non-payment of premium. ~~This shall be evidenced by policy provisions or an endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the ~~COI~~ Agreement, upon which the COUNTY may suspend or terminate this Agreement.

M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain ~~professional liability~~ Professional Liability coverage for two (2) years following completion of Agreement.

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

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

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

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

~~Q~~

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph ~~F~~ G. of this Agreement.
2. The COI and endorsements shall be provided to the COUNTY at the address as ~~referenced~~ specified in the Referenced Contract Provisions of this Agreement.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

1 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
 2 have sole discretion to impose one or both of the following:

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

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

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

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

17 **XII. INSPECTIONS AND AUDITS**

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

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

32 **C. AUDIT RESPONSE**

33 1. Following an audit report, in the event of non-compliance with applicable laws and
 34 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 35 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
 36 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
 37

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

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

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

12 E. CONTRACTOR shall ~~employ a licensed certified public accountant, who will prepare an~~
13 ~~annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to~~
14 ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit
15 shall include, but not be limited to, management, financial, programmatic or any other type of audit of
16 CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole
17 or in part through this Agreement.

18 XIII. LICENSES AND LAWS

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

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

30 ~~1. Federal Single Audit Act of 1984 (31 USC. 7501.70).~~

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

32 ~~3. 42 USC. 12101 et seq., the Americans with Disabilities Act of 1990.~~

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

34 ~~5. 45 CFR Part 76, Drug Free Work Place.~~

35 ~~6. CCR, Title 22.~~

36 ~~7. U.S. Department of Health and Human Services, Public Health Service, PHS Grant~~

1 Policy Statement.

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

3 ~~9. ARRA of 2009.~~

4 ~~10. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS~~
5 ~~Treatment Extension Act of 2009.~~

6 ~~11. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.~~

7 ~~12. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for~~
8 ~~Persons with AIDS.~~

9 ~~13. 24 CFR Parts 42 and 570.606.~~

10 ~~14. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement~~
11 ~~Program.~~

12 ~~15. Flood Disaster Protection Act of 1973 (P.L. 93-234).~~

13 ~~16. Americans Standard Specifications for Making Buildings and Facilities Accessible to, and~~
14 ~~Usable by, the Physically Handicapped, Number A-117.1-R-1971.~~

15 ~~17. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide~~
16 ~~Manual.~~

17 ~~18. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug~~
18 ~~Program Certification Standards, March 2004.~~

19 ~~19. State of California, Department of Alcohol and Drug Programs, DPFS Manual.~~

20 ~~20. State of California, Department of Social Services, Community Care Licensing Division~~
21 ~~requirements for Group Homes.~~

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

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

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

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

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

32 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
33 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
35 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
37 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

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

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

- 10 1. ARRA of 2009.
- 11 2. 42 CFR, Public Health, H&SC 121025.
- 12 3. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 13 4. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 14 5. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 15 6. 45 CFR Part 76, Drug Free Work Place.
- 16 7. CCR, Title 22, Division 6, Community Care Licensing Division.
- 17 8. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30,
18 2009).
- 19 9. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants
20 Policy Statement (10/13).
- 21 10. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
22 Statement.
- 23 11. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
24 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
25 Federal Awards.
- 26 12. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
27 Treatment Extension Act of 2009 (Public Law 111-87).
- 28 13. Code of Federal Regulations, Title 42, Public Health.
- 29 14. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
- 30 15. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for
31 Persons with AIDS.
- 32 16. 24 CFR Parts 42 and 570§570.606.24 CFR Part 85, Grants Management Common Rule
33 (State and Local Governments).
- 34 17. Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 35 18. American National Standards Institute Specifications for Making Buildings and Facilities
36 Accessible to, and Usable by, the Physically Handicapped, Number A-117.1-R1998.
- 37 19. 42 USC 7606 The Clean Air Act, as amended (42 USC 1857(h) et seq.), 33 USC 1368 The

Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

//

20. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual

22. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

23. State of California, Department of Health Care Services DPFS Manual.

XIV. LITERATURE AND ADVERTISEMENTS

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

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

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

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

E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as

1 specified in HSC, §11999-11999.3.

2 //

3 **XV. MAXIMUM OBLIGATION**

4 A. The Maximum Obligation of COUNTY for services provided in accordance with this
5 Agreement is as specified in the Referenced Contract Provisions of this Agreement, except as allowed
6 for in Subparagraph B. below.

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

9 **XVI. NONDISCRIMINATION**

10 A. EMPLOYMENT

11 1. During the performance term of this Agreement, CONTRACTOR and its Covered
12 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
13 of his/her ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital~~
14 ~~status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical
15 ~~or disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
16 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Additionally,
17 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall ~~warrant~~ require in
18 its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant
19 for employment because of his/her race, religious creed, color, national origin, ancestry, physical
20 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, or military and veteran status.

22 2. ~~the evaluation and treatment of~~ CONTRACTOR and its Covered Individuals shall not
23 ~~discriminate against~~ employees ~~and/or~~ applicants for employment ~~are free from discrimination~~ in the
24 areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or
25 termination; rate of pay or other forms of compensation; and selection for training, including
26 apprenticeship.

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

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

33 5. All solicitations or advertisements for employees placed by or on behalf of
34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
35 for employment without regard to ~~ethnic group identification, race, religion, ancestry, color, creed, sex,~~
36 ~~marital status, //~~ race, religious creed, color, national origin, ancestry, physical disability, mental
37

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

4 ~~national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.~~
 5 ~~Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."~~

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

11 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 12 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 13 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 14 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 15 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
 16 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
 17 accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
 18 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 19 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 20 Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
 21 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
 22 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 23 changed.

24 1. For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph, Discrimination
 25 includes, but is not limited to the following based on one or more of the factors identified above:

26 ~~a~~ 1. Denying a client or potential client any service, benefit, or accommodation.

27 ~~b~~ 2. Providing any service or benefit to a client which is different or is provided in a
 28 different manner or at a different time from that provided to other clients.

29 ~~c~~ 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
 30 by others receiving any service or benefit.

31 ~~d~~ 4. Treating a client differently from others in satisfying any admission requirement or
 32 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 33 any service or benefit.

34 ~~e~~ 5. Assignment of times or places for the provision of services.

35 ~~2. Complaint Process~~ C. COMPLAINT PROCESS – CONTRACTOR shall
 36 establish procedures for advising all clients through a written statement that CONTRACTOR's and/or
 37 subcontractor's clients may file all complaints alleging discrimination in the delivery of services with

1 CONTRACTOR, subcontractor, and ADMINISTRATOR; or the U.S. Department of Health and Human
 2 Services' Services' OCR. ~~CONTRACTOR's statement shall advise clients of the following:~~

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

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

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

13 ~~c.~~

14 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees and/or subcontractor agree to
 15 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
 16 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
 17 (42 USC 12101, et seq.); as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition
 18 of discrimination against qualified persons with disabilities in all programs or activities; and if
 19 applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter
 20 amended together with succeeding legislation.

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

26 EF. In the event of non-compliance with this Paragraph paragraph or as otherwise provided by
 27 federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and
 28 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
 29 state or county funds.

31 XVII. NOTICES

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

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

37 2. When faxed, transmission confirmed;

1 3. When sent by Email; or
 2 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 3 Service, or any other expedited delivery service.

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

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

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

14 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
 15 ~~Paragraph of this Agreement.~~

16 //

17 **XVIII. NOTIFICATION OF DEATH**

18 ~~A. NON-TERMINAL ILLNESS DEATH~~

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

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

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

29 2. ~~In addition,~~ WRITTEN NOTIFICATION

30 a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after~~
 31 ~~such death,~~ hand deliver ~~or,~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ and/or send via
 32 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
 33 of the death due to non-terminal illness of any person served pursuant to this Agreement.

34 ~~3. The telephone report and written Notification of Non-Terminal Illness Death shall contain~~
 35 ~~the name of the deceased, the date and time of death, the nature and circumstances of the death, and the~~
 36 ~~name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

37 ~~B. TERMINAL ILLNESS DEATH~~

~~1. b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report ~~faxed,~~ hand delivered, ~~faxed,~~ sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder. ~~The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident~~ pursuant to this Agreement.~~

~~2C.~~ If there are any questions regarding the cause of death of any person served hereunder pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

#

XX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

~~2. State of California, Department of ASRS manual.~~

~~3. State of California, DPFS manual.~~

~~4. State of California, Health and Safety Code §123145.~~

~~5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure

1 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
2 and implement written record management procedures.

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

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

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

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

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

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

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

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

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

25 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
26 or site visit.

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

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

31 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
32 security of PII and/or PHI. CONTRACTOR shall, notify COUNTY immediately by telephone call plus
33 email or fax upon the discovery of a breach Breach of privacy unsecured PHI and/or security of PII
34 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
35 ~~faesimile.~~

36 I. CONTRACTOR may be required to pay any costs associated with a breach Breach of privacy
37 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR

1 shall pay any and all such costs arising out of a ~~breach~~Breach of privacy and/or security of PII and/or
2 PHI.

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

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

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

13 ~~XXI. —M. If CONTRACTOR is unable to meet the record location criteria above,~~
14 ~~ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single~~
15 ~~location, identified by CONTRACTOR.~~

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

18 ~~—O.~~RESEARCH AND PUBLICATION

19 CONTRACTOR shall ~~notify ADMINISTRATOR of any PRA requests related to~~not utilize
20 information and/or data received from COUNTY, or arising out of, or developed, as a result of this
21 Agreement ~~within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all~~
22 ~~information that is requested by the PRA request~~for the purpose of personal or professional research, or
23 for publication.

24
25 ~~XXII.~~

26 XXI. REVENUE

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

32 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
33 available third-party reimbursement for which persons served ~~hereunder~~pursuant to this Agreement may
34 be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and
35 customary charges.

36 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
37 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically

1 provide for the identification of delinquent accounts and methods for pursuing such accounts.
 2 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 3 status of fees which are billed, collected, transferred to a collection agency, or deemed by
 4 CONTRACTOR to be uncollectible.

5 ~~D. OTHER REVENUES CONTRACTOR shall charge for services, supplies, or facility use by~~
 6 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

8 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

9 A. In accordance with the United States Immigration Reform and Control Act of 1986,
 10 CONTRACTOR shall require its employees directly or indirectly providing services pursuant to this
 11 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
 12 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
 13 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
 14 identity of their employees and their eligibility for employment in the United States.

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

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

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

30 **XXIV. SEVERABILITY**

31 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 32 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 33 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 34 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 35 in full force and effect, and to that extent the provisions of this Agreement are severable.

37 **XXV. SPECIAL PROVISIONS**

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

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

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

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

8 ~~4.~~ Making cash payments to intended recipients of services through this Agreement.

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

11 ~~6.~~ 2. Lobbying any governmental agency or official. CONTRACTOR shall file all
12 certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,
13 limitation on use of appropriated funds to influence certain federal contracting and financial
14 transactions).

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

16 ~~8.~~ ~~Fundraising.~~

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

22 ~~10.~~ To meet professional licensure or program licensure requirements.

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

25 ~~12.~~ Reimbursement of CONTRACTOR's members of the Board of Directors or governing
26 body for expenses or services.

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

30 ~~7.~~ ~~13.~~ ~~Reimbursement of CONTRACTOR's members of the Board of Directors for~~
31 ~~expenses or services.~~

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

35 ~~15.~~ Severance pay for separating employees.

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

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

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

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

7 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
8 alcohol.

9 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
10 Controlled Substance Act (21 USC 812).

11 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
12 injection of any illegal drug.

13 16. Assisting, promoting, or deterring union organizing.

14 17. Providing inpatient hospital services or purchasing major medical equipment.

15 18. Supplanting current funding for existing services.

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

21 20. To meet professional licensure or program licensure requirements.

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

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

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

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

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

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

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

36 //

37 C. To the greatest extent practicable, all equipment and products purchased with funds made

1 available through this Agreement should be American-made.

2 D. #

3 Neither party shall be responsible for delays or failures in performance resulting from acts beyond the
 4 control of the affected party. Such acts shall include, but not be limited to, acts of God, fire, flood,
 5 earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related
 6 utility, or governmental statutes or regulations imposed after the fact.

7 **XXVI. STATUS OF CONTRACTOR**

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

19 **XXVII. TERM**

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

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

28 **XXVIII. TERMINATION**

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

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

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

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

17 D. CONTINGENT FUNDING

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

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

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

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
34 is consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
36 performance during the remaining contract term.
- 37 ~~3~~ 3 3. Until the date of termination, continue to provide the same level of service required

1 by this Agreement.

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

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

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

9 6 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any
10 equipment and supplies purchased with funds provided by COUNTY.

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

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

19
20 **XXIX. THIRD PARTY BENEFICIARY**

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

24
25 **XXX. WAIVER OF DEFAULT OR BREACH**

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

31 //
32 //
33 //
34 //
35 //
36 //

37 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,

1 State of California.

2

3 STRAIGHT TALK CLINIC, INC.

4

5

6 BY: _____ DATED: _____

7

8 TITLE: _____

9

10

11 BY: _____ DATED: _____

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13 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

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HEALTH CARE AGENCY

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25 APPROVED AS TO FORM

26

OFFICE OF THE COUNTY COUNSEL

27

ORANGE COUNTY, CALIFORNIA

28

29

30 BY: _____ DATED: _____

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DEPUTY

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

37

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
HIV TRANSITIONAL HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND

STRAIGHT TALK CLINIC, INC.

JULY 1, ~~2014~~2015 THROUGH JUNE 30, ~~2015~~2016

I. ASSURANCES

In accordance with funding requirements under Title XXVI of the Public Health Services Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act), CONTRACTOR assures that it will:

A. 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.

B. Provide services in a setting that is accessible to low-income and racial/ethnic minority individuals with HIV disease ~~and their families.~~ Services shall include cultural and language competency to meet the special needs of ~~CONTRACTOR's~~ Participants.

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

D. Assure that contract funds are used as payor 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 expect to be made:

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

E. Comply with the funding requirements regarding charges for services if CONTRACTOR receives any Ryan White funds:

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

2. In the case of individuals with an income greater than one hundred percent (100%) of the official federal poverty line, CONTRACTOR shall:

- a.) Impose charges on such individuals for the provision of such services.
- b.) Impose charges according to a schedule of charges that is made available to the public.

1 3. In the case of individuals with an income greater than one hundred percent (100%) of the
2 official federal poverty line and not exceeding two hundred percent (200%) of such poverty line,
3 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
4 (5%) of the annual gross income of the individual involved.

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

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

12 F. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is
13 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
14 participation in this transaction by any Federal Department or Agency.

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II. BUDGET

A. The following budget is set forth for informational purposes only.

ADMINISTRATIVE COST

Salaries	\$ 14,569	<u>12,616</u>
Benefits	2,986	<u>3,286</u>
Services and Supplies		<u>1,096</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 18,651	<u><u>16,998</u></u>

PROGRAM COST

Salaries	\$ 115,340	<u>111,337</u>
Benefits	21,252	<u>31,203</u>
Services and Supplies	53,142	<u>55,147</u>
SUBTOTAL PROGRAM COST	\$ 189,734	<u><u>197,687</u></u>

GROSS COST

\$ 208,385	<u>214,685</u>
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REVENUE

Resident Fees	\$ 4,200	<u>6,000</u>
Donations	500	<u>500</u>
TOTAL REVENUE	\$ 4,700	<u><u>6,000</u></u>

MAXIMUM OBLIGATION

\$ 203	<u>208,685</u>
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B. Any increases and decreases in budget must be approved, in advance and in writing, by ADMINISTRATOR.

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

1 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
2 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
3 Modification Request(s) may result in disallowance of those costs.

4 1. CONTRACTOR’s administrative costs cannot exceed ten percent (10%) of total costs for
5 each service.

6 2. CONTRACTOR’s cumulative total costs shall be evaluated monthly and compared to the
7 percent of expected contracted costs at that point in the contract period. If CONTRACTOR’s actual
8 costs deviate ten percent (10% ~~+~~ %), either above or below the target, ADMINISTRATOR may request
9 a written justification and a CAP or request for budget revision.

10 3. In the event CONTRACTOR’s costs are ten percent (10%) or more below the percent of
11 expected contacted costs; and CONTRACTOR fails to submit a plan within the time period specified by
12 ADMINISTRATOR. ADMINISTRATOR may reduce the Maximum Obligation as set forth in the
13 Referenced Contract Provisions of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in
14 writing of such reduction.

15 D. CFDA INFORMATION

16 1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA number and
17 associated information for federal funds paid through the Agreement are specified below:

18 CFDA No.: 14.241

19 Program Title: Housing Opportunities for Persons With AIDS (indirect)

20 Federal Agency: Department of Housing and Urban Development

21 Award Name: Cooperative Agreement between County of Orange and City of Santa Ana

22 CFDA No.: 93.914

23 Program Title: HIV Emergency Relief Project Grants (B)

24 Federal Agency: Department of Health and Human Services

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

26
27
28
29 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
30 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
31 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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III. PAYMENTS

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2 A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of
3 providing the services described hereunder, less revenues which are actually received by
4 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,
5 state, and federal regulations. Non-compliance will require the completion of CAPs by CONTRACTOR.
6 If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be
7 reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-
8 compliance with licensure and/or certification standards of the State, County or OCPD,
9 ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of
10 time that CONTRACTOR is ineligible to provide services.

11 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost
12 of the services, less revenues that are actually received by CONTRACTOR provided, however, that the
13 total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's
14 invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such
15 information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day
16 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
17 one (21) calendar days after receipt of the correctly completed billing form.

18 C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with
19 the Cost Report Paragraph of the Agreement. Invoices received after the due date may not be paid in
20 accordance with Subparagraph III.B. above.

21 D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
22 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
23 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
24 receipts, receiving records, and records of services provided.

25 E. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue
26 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR
27 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

28 F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
29 with any provision of the Agreement.

30 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
31 and/or termination of the Agreement.

32 H. In conjunction with Subparagraph III.A. of this Exhibit A to the Agreement, units of service
33 shall not be entered in the COUNTY IRIS system for services not rendered. If information has been
34 entered, corrections will be made within ten (10) business days from notification of ADMINISTRATOR.

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IV. RECORDS

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2 A. PARTICIPANT RECORDS – CONTRACTOR shall maintain adequate records in accordance
3 with the COUNTY Guidelines on each individual Participant in sufficient detail to permit an evaluation
4 of services, which shall include, but need not be limited to an admission record which shall include
5 documentation that transitional housing is appropriate for the Participant.

6 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
7 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
8 type of service for which payment is claimed in accordance with generally accepted accounting
9 principles.

10 1. Any apportionment of or distribution of costs, including indirect costs, to or between
11 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with
12 generally accepted accounting principles.

13 2. CONTRACTOR shall account for funds provided through the Agreement separately from
14 other funds and maintain a clear audit trail for the expenditure of funds.

15 3 The Participant eligibility determination and fee charged to and collected from Participants,
16 together with a record of all invoices rendered and revenues received from any source on behalf of
17 Participants treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

V. REPORTS

A. MONTHLY PROGRAMMATIC

18
19
20 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
21 including information required and on a form approved or provided by ADMINISTRATOR, in
22 conjunction with the billing described in the Payments Paragraph in this Exhibit A. These monthly
23 programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th)
24 business calendar day of the month following the report month.

25
26 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any
27 problems in implementing the provisions of the Agreement, pertinent facts or interim findings, staff
28 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
29 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
30 achieving all the terms of the Agreement shall be included.

31 3. CONTRACTOR shall provide a weekly census of admits and discharges to
32 ADMINISTRATOR.

B. FISCAL

33
34 1. CONTRACTOR shall submit a monthly expenditure/revenue report to ADMINISTRATOR,
35 including information required and on a form approved or provided by ADMINISTRATOR, in
36 conjunction with the billing described in the Payments Paragraph in this Exhibit A. These monthly
37 expenditure/revenue reports should be received by ADMINISTRATOR no later than the fifteenth

1 ~~(15th~~ twentieth (20th) calendar day of the month following the report month.

2 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.
3 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
4 anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s)
5 described in the Services Paragraph of Exhibit A to the Agreement. Such reports shall include actual
6 monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.
7 Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and
8 Revenue Reports.

9 C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
10 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
11 ADMINISTRATOR will be specific as to the nature of information requested and allow time frame the
12 information is needed.

13 **VI. SERVICES**

14 A. FACILITY - CONTRACTOR shall provide HIV Transitional Housing Services at the following
15 location, or at any other location approved, in writing, by ADMINISTRATOR:
16

17 808 La Vergn Way
18 Santa Ana, CA 92703
19

20 1. The facility shall include the following:

21 a. Safe sleeping quarters, a separate bed for each Participant and a lounge area for all
22 Participants.
23

24 b. No more than ~~seven~~ (7) Participants are housed in the facility at one time, unless
25 approved by ADMINISTRATOR, and the facility is maintained in a decent, safe, and sanitary condition.

26 c. All participants in a single bedroom must be of the same gender, unless approved by
27 ADMINISTRATOR.

28 ~~c. There will be no more than two (2) persons of the same gender sharing a single~~
29 ~~bedroom within the facility at any time unless approved by ADMINISTRATOR.~~

30 2. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
31 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day
32 throughout the year. CONTRACTOR shall make its best effort to provide services pursuant to the
33 Agreement in a manner that is culturally and linguistically appropriate for the population(s) served.
34 CONTRACTOR shall maintain documents of such efforts which may include; but not limited to: records
35 of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
36 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
37 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

1 B. PERSONS TO BE SERVED

2 1. CONTRACTOR shall serve adults, ages eighteen (18) years of age and older, who have a
3 history of substance use disorder and are living with HIV. Proof of HIV disease must be documented in
4 the Participant file.

5 ~~2~~ 2. Participants may self-refer, or shall be referred by ADMINISTRATOR or by a
6 COUNTY contracted or operated provider/clinic.

7 3. Participants shall be eligible for one (1) admission per year and have no more than three (3)
8 total admissions over a five (5) year period, unless exception is granted by ADMINISTRATOR. If a
9 Participant has completed residential treatment within the last six (6) months, they may be admitted
10 irrespective of their previous admissions.

11 ~~34~~. CONTRACTOR shall admit all ~~persons referred~~ eligible Participants during established
12 hours, as approved by ADMINISTRATOR, ~~twenty four (24) hours per day, seven (7) days per week.~~
13 ~~ADMINISTRATOR shall provide one (1) day's notice to CONTRACTOR when any Participant is not~~
14 ~~eligible for the services described herein.~~

15 ~~4. Participants mean persons who have a substance use disorder and who are HIV positive, for~~
16 ~~whom a COUNTY approved intake and admission for transitional housing as appropriate have been~~
17 ~~completed pursuant to the agreement.~~

18 ~~5. All Participants shall be referred by ADMINISTRATOR or by a COUNTY contracted or~~
19 ~~operated provider/clinic.~~

20 C. UNITS OF SERVICE

21 1. A Unit of Service shall be one (1) calendar day during which services are provided to a
22 Participant pursuant to the Agreement. The day of admission shall be included and the day of discharge
23 shall be excluded. If both admission and discharge occur on the same day, the day shall be considered a
24 day of admission and counts as a full day.

25 2. CONTRACTOR ~~should~~shall provide two thousand ~~one~~two hundred ~~seventy seven~~ thirty
26 five (2,177235) Units of Service.

27 3. CONTRACTOR ~~should include participation by~~ shall provide services to a minimum of
28 ~~eighteen (18)~~ twenty-five (25) unduplicated Participants during any single period of the Agreement.

29 4. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to adjust the Units
30 of Service set forth in Subparagraphs VI.C.2. and VI.C.3. above.

31 D. TRANSITIONAL HOUSING SERVICES - CONTRACTOR shall provide a seven (7) bed, four
32 (4) month alcohol and drug-free housing transitional home and other services within the specifications
33 stated, unless otherwise authorized by ADMINISTRATOR. Such services shall include, but not be
34 limited to, the following:

35 1. An alcohol and drug-free, supervised, twenty-four (24) hour living environment for
36 Participants who are currently participating in treatment at a COUNTY-contracted Narcotic Replacement
37 Treatment program, or other COUNTY operated or contracted Substance Use Disorder Outpatient

1 Clinics or Mental Health program and who have no available housing. ~~Although~~ CONTRACTOR
 2 ~~provides no~~ shall not provide direct counseling or treatment services to Participant, however,
 3 CONTRACTOR shall ~~encourage and~~ provide Participants opportunity to engage in structured daily
 4 activities; such as health and fitness activities, recreation, ~~providing Participant responsibility for and~~
 5 daily household duties, ~~including~~ food preparation, and house cleaning, ~~and basic household operations.~~
 6 In addition, CONTRACTOR shall encourage Participant to live productive, substance-free lives, which
 7 may include working, going to school, attending appropriate twelve-step
 8 ~~program~~ meetings, other support groups such as HIV, Hepatitis C, Co-Occurring Disorders, or
 9 volunteering in the community.

10 2. CONTRACTOR shall have House Rules for standards of conduct for all Participants ~~shall~~
 11 ~~be established which.~~ House rules shall include mandatory participation in ~~a COUNTY operated or~~
 12 ~~COUNTY contracted~~ an outpatient treatment program requiring at least three (3) sessions per month.
 13 Proof of participation shall be documented in Participant files. ~~CONTRACTOR~~ Any Participant who is
 14 discharged from outpatient treatment shall be immediately ~~help the Participant linked by~~
 15 CONTRACTOR to ~~enroll in~~ another treatment program or ~~arrange discharge of any Participant who was~~
 16 ~~discharged from outpatient treatment~~ as appropriate. CONTRACTOR has authority to discharge any
 17 Participant who violates house rules. Said House Rules shall be enforced by CONTRACTOR's House
 18 Manager, other paid staff, intern(s) or volunteer(s), as designated by CONTRACTOR's Executive
 19 Director.

20 3. Provision of three (3) meals per day. Such meals shall be nutritious and appropriate to the
 21 health needs of the Participant.

22 4. Provision of laundry facilities at no cost to the Participant.

23 5. Provision of toiletry articles appropriate to the health and grooming needs of the Participant.

24 6. Provision of information regarding public transportation, which shall include bus schedules.

25 CONTRACTOR shall provide Participant with information on how to obtain a bus pass.

26 7. ~~PARTICIPANT SUPERVISION~~ Participant Supervision

27 a. CONTRACTOR shall provide onsite supervision of all Participant activities twenty-four
 28 (24) hours per day, seven (7) days a week by paid program staff. "Awake" supervision is required for
 29 sixteen (16) hours of every twenty-four (24) hour day. CONTRACTOR shall ensure that the house is
 30 maintained in an orderly manner.

31 b. A house log shall be maintained on each shift and supervised by a designated program
 32 staff person. Information to be documented in the house log shall include but not be limited to:

33 1) Date, time, signature and title of person making all entries in the house log.

34 2) Staff and shift changes which occur at the facility.

35 3) Participant name, signature, date, and time when leaving the program site and
 36 estimated time of return. Participants returning to the program site shall sign in.

37 4) Special incidents as defined in Subparagraph XVII.C. of the Agreement.

1 ~~8. Encouragement of Participant to:~~ Case Management

2 ~~a. Take increasing responsibility for treatment goals established by the individual~~
 3 ~~Participant in conjunction with outpatient treatment staff.~~

4 ~~b. Increase their use of support systems in the community.~~

5 ~~c. Use leisure time in a constructive manner by supplying Participant with recreational~~
 6 ~~opportunities, vocational materials, and educational materials.~~

7 ~~d. Maintain adequate grooming.~~

8 ~~9. Assisting Participant in learning social skills, such as appropriate communication with~~
 9 ~~others.~~

10 ~~10. Securing and administration of prescribed medication(s).~~

11 ~~E. GATEKEEPER CONTRACTOR shall coordinate case management through consultation with~~
 12 ~~the COUNTY's Gatekeeper assigned to this program. The Gatekeeper will be designated by the~~
 13 ~~COUNTY Adult & Older Adult Services ADMINISTRATOR and will have official clinical liaison with~~
 14 ~~CONTRACTOR for this program. All persons admitted by CONTRACTOR to become Participant shall~~
 15 ~~be pre-approved by the Gatekeeper. CONTRACTOR shall verify and provide evidence of HIV~~
 16 ~~seropositivity of Participants prior to admission to the Gatekeeper~~ a.

17 F. ~~CASE MANAGEMENT~~ CONTRACTOR shall provide Case Management services by
 18 contacting outside agencies and making referrals for services outside the scope of comprehensive
 19 substance use disorder services as identified in the Participant's recovery. Such concomitant services
 20 include academic education, vocational training, medical and dental treatment, pre- and post- counseling
 21 and testing for infectious diseases, legal assistance, job-search assistance, financial assistance,
 22 ~~childcare~~ child care, and self-help programs such as twelve (12)-) step programs. Said linkages, referrals
 23 and follow-up are to be documented in the Participant file.

24 b. Case Management shall assist the Participant to:

25 1) Take increasing responsibility for treatment goals established by the individual
 26 Participant in conjunction with outpatient treatment staff.

27 2) Increase their use of support systems in the community.

28 3) Use leisure time in a constructive manner by supplying Participant with recreational
 29 opportunities, vocational materials, and educational materials.

30 4) Maintain adequate grooming.

31 5) Improve social skills.

32 6) Secure and take medication(s) as prescribed.

33 G. CONTRACTOR shall not allow any Participant to remain more than four (4) months in
 34 CONTRACTOR's facility without prior written approval of ADMINISTRATOR.

35 H. HEALTH AND MEDICAL SERVICES

36 1. CONTRACTOR shall ensure that procedures are established and used in the event a
 37 Participant becomes ill and requires medical transportation and/or medical treatment.

1 2. Medical case management shall be provided by COUNTY public health services.

2 3. CONTRACTOR shall ensure that all Participants have received a TB test. If TB symptoms
3 are evident at the time of the screening interview, Participants shall be cleared prior to admission.

4 I. EMERGENCY MEDICAL TRANSPORTATION SERVICE

5 1. Emergency Medical Transportation – COUNTY shall only pay for emergency medical
6 ambulance or medical van transportation to and from designated Transitional Housing Substance Use
7 Disorder treatment programs or health facilities through the COUNTY's Medical Transportation
8 Agreement under the following conditions:

9 a. Ambulance transportation shall be used for services requiring immediate attention for a
10 Participant due to any sudden or serious illness or injury requiring immediate medical attention, where
11 delay in providing such services may aggravate the medical condition or cause the loss of life.

12 b. When any Participant needs non-emergency transportation as identified in
13 Subparagraph 2. below, and CONTRACTOR cannot transport Participant due to unforeseen
14 circumstances including, but not limited to, staffing constraints, CONTRACTOR shall provide vehicle
15 access within a timely manner or appropriate to Participant's physical condition and/or limitations.

16 c. CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call Log to
17 request transportation services from Ambulance Providers designated for transportation within the city of
18 the CONTRACTOR's facility for each said month as identified on the log.

19 d. CONTRACTOR shall use its best efforts to contact Ambulance Providers identified on
20 the Monthly Rotation Call Log as those providers who offer van transportation services if and when an
21 emergency situation occurs and an ambulance is not required.

22 e. CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for
23 services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service in
24 Subparagraph VI of this Exhibit A to the Agreement by the COUNTY.

25 2. Non-Emergency Transportation – CONTRACTOR shall transport Participant, either in
26 CONTRACTOR's own, or COUNTY loaned, vehicle to locations that are considered necessary and/or
27 important to the Participant's recovery plan including, but not limited to, Social Security Administration
28 offices for SSI benefits and for non-emergency medical or mental health services not identified in
29 Subparagraph 1., that require treatment at a physician office, urgent care, or emergency room when an
30 ambulance provider is not necessary or required for transportation based on the level of severity and/or
31 services required by the Participant.

32 J. SUBSTANCE USE SCREENING

33 1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and
34 drug screening that includes random drug and/or alcohol testing a minimum of two (2) times a month for
35 all Participants. All urine specimen collection shall be observed by same sex staff. The policy shall be
36 approved by Administrator. The program shall:

1 a. Establish procedures that protect against the falsification and/or contamination of any
2 body specimen sample collected for drug screening; and:

3 b. Document results of the drug screening in the Participant's files.

4 2. In the event CONTRACTOR wishes to utilize COUNTY-contracted laboratory for drug
5 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.

6 3. Such testing shall be provided at COUNTY's expense. CONTRACTOR shall label and
7 deliver samples to COUNTY's Substance Use Disorder Treatment Services program site(s) specified by
8 ADMINISTRATOR or mail samples to a licensed laboratory, which address shall be provided by
9 ADMINISTRATOR.

10 4. In the event that any Participant of CONTRACTOR receives a Drug Screening test result
11 indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action
12 which shall be documented in the Participant's record, and shall notify COUNTY of such action within
13 two (2) business days of receipt of such test results if the Participant is allowed to remain in the program.

14 K. PERFORMANCE OUTCOMES

15 1. CONTRACTOR shall be required to achieve performance objectives, tracking and reporting
16 Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.
17 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the
18 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR
19 and ADMINISTRATOR.

20 2. ~~Substance Use Disorder Treatment~~ Performance Outcome Objectives:

21 a. Objective 1: CONTRACTOR shall ensure Participant is linked to appropriate services
22 providing medical care for HIV infection and treatment of substance use disorder. Linkage ~~Rates~~rates
23 shall be calculated by dividing the number of successful links of a ~~Participant~~Participant divided
24 number of ~~links the CONTRACTOR has determined are appropriate~~Participants served for ~~that~~
25 ~~Participant~~each month.

26 b. Objective 2: CONTRACTOR shall assist Participant in obtaining permanent housing.
27 Housing Rates shall be calculated by dividing the number of Participants successfully transitioning to
28 permanent housing by the number of Participants ~~leaving~~completing the program during the evaluation
29 period.

30 L. MEETINGS – CONTRACTOR's Executive Director or designee shall participate, when
31 requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to
32 the Agreement.

33 M. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
34 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
35 the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
36 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
37 institution, or religious belief.

1 N. NON-SMOKING POLICY - CONTRACTOR shall establish a written non-smoking policy,
 2 which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the
 3 only areas where smoking is permitted. At a minimum, the non-smoking policy shall specify the facility
 4 is "smoke-free" and designated smoking areas outside the facility.

5 O. VISITATION POLICY - CONTRACTOR shall establish a written visitation policy, which
 6 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the
 7 following:

- 8 1. Sign in logs;
- 9 2. Visitation hours; and
- 10 3. Designated visiting areas at the facility.

11 P. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE - CONTRACTOR shall maintain a
 12 Participant sign in/out log for all Participants, which shall include, but not be limited to, the following:

- 13 1. Participant's destination for treatment, work, education or other activities;
- 14 2. Location and telephone number where the Participant may be reached; and
- 15 3. Requirement for Participant to notify the program of any change in his/her schedule.

16 #
 17 Q. GOOD NEIGHBOR POLICY- CONTRACTOR shall establish a Good Neighbor Policy, which
 18 shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to,
 19 staff training to deal with neighbor complaints, staff contact information available to neighboring
 20 residents, and complaint procedures.

21 VII. STAFFING

22
 23 A. — ~~A.~~ CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in
 24 FTEs, which shall be equal to an average of forty (40) hours of work per week.

25 //

26 DIRECT ADMINISTRATION STAFF	<u>FTEs</u>
27 Executive Director	0.06
28 Financial Controller	<u>0.11</u>
29 DIRECT ADMINISTRATION SUBTOTAL	0.17
30 PROGRAM ADMINISTRATION	
31 Executive Director	<u>0.03</u>
32 PROGRAM ADMINISTRATION SUBTOTAL	0.03
33 DIRECT PROGRAM STAFF	
34 Executive Director	0.09
35 Program Coordinator	1.00
36 Assistant Coordinator	0.88

1	Recovery Program Aide	2.46
2	DIRECT PROGRAM SUBTOTAL	4.43
3		
4	TOTAL FTEs	4.63

5

6 B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population
7 to be served under the Agreement. Whenever possible, bilingual/bicultural staff should be retained.

8

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

15 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing
16 set forth in Subparagraph VII.A., above.

17 E. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for
18 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
19 limited to, standards related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition
20 of sexual conduct with Participants; prohibition of forging or falsifying documents or drug tests; and real
21 or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be
22 brought to the ADMINISTRATOR’s attention. Prior to providing any services pursuant to the
23 Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set
24 forth in the said Policies and Procedures. A copy of the staff code of conduct shall be posted in writing
25 in a prominent place in the treatment facility and updated annually by the Board of Directors.

26 F. CONTRACTOR shall provide pre-employment “live scan” screening of any staff person
27 providing any service pursuant to the Agreement. All new staff, volunteers, and interns, shall pass a one-
28 time “live scan” ~~finger printing~~ fingerprinting background check. ~~ADMINISTRATOR may change this~~
29 ~~approval mechanism at their discretion.~~ All staff shall be subject to sanction screening as referenced in the
30 Compliance paragraph on a bi-annual basis. All staff shall also be screened by Megan’s Law, OC Courts
31 and OC Sheriff’s Department on an annual basis. The results of the fingerprint checks will be sent
32 directly from the Department of Justice to ~~the OCPD~~ CONTRACTOR. Results must remain in staff file.
33 ADMINISTRATOR may change this approval mechanism at their discretion.

- 34 1. All staff, prior to hiring, shall meet the following requirements:
- 35 a. No person shall have been convicted of a sex offense for which the person is required to
36 register as a sex offender under PC, Section 290;
- 37

1 b. No person shall have been convicted of an arson offense – Violation of PC, Sections
2 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

3 c. No person shall have been convicted of any violent felony as defined in PC, Section
4 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
5 within five (5) years prior to employment;

6 d. No person shall be on parole or formal probation;

7 e. No person shall participate in the criminal activities of a criminal street gang and/or
8 prison gang; and

9 f. No prior employment history of improper conduct, including but not limited to, forging
10 or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with
11 staff or residents at another treatment facility.

12 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR
13 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
14 approved in advance by ADMINISTRATOR.

15 3. All program staff having direct contact with Participants shall, within the first (1st) year of
16 employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize
17 physical and psychiatric systems that require appropriate referrals to other agencies. CONTRACTOR
18 shall develop a written plan and provide ongoing training on topics related to substance use disorders
19 and/or STI's on an annual basis. All staff training shall be documented and maintained as part of the
20 training plan.

21 G. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns.
22 Unless waived by ADMINISTRATOR, prior to providing services pursuant to the Agreement, interns
23 shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related field
24 or be participating in any state recognized certification program. CONTRACTOR shall provide a
25 minimum of one (1) hour supervision for each ten (10) hours of work by interns or consistent with school
26 or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in
27 the respective job descriptions or work contracts. Volunteer or student intern services may not comprise
28 more than twenty percent (20%) of the services provided unless approved by ADMINISTRATOR.

29 H. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for
30 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

31 //
32 //
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37 //

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
HIV TRANSITIONAL HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
STRAIGHT TALK CLINIC, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, 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 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 the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended.

//

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
2 pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
34 and to make information related to such Disclosures available as would be required for COUNTY to
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
36 45 CFR § 164.528.

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

37 //

1 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
2 the standard keyboard:

3 1) Upper case letters (A-Z)

4 2) Lower case letters (a-z)

5 3) Arabic numerals (0-9)

6 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

31 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
33 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
34 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
35 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
36 website access, file transfer, and E-Mail.

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
36 that information is not being observed by an employee authorized to access the information. Such PHI in
37 //

1 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
2 baggage on commercial airplanes.

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits

1 on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

16 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
17 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
HIV TRANSITIONAL HOUSING SERVICES
BETWEEN
COUNTY OF ORANGE
AND
STRAIGHT TALK CLINIC, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or 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 IEA currently in effect between SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 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 PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

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

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1 the production of information, including statutes or regulations that require such information if payment
2 is sought under a government program providing public benefits.

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

6 B. TERMS OF AGREEMENT

7 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
8 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
9 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement
10 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA
36 Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as the IEA.
37 The specific sections of the IEA with substantive privacy and security requirements to be complied with

1 are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security
2 Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic
3 Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or
4 subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy
5 and security safeguards for confidential data that apply to CONTRACTOR with respect to such
6 information.

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

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

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

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

25 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
28 and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract,
29 Exhibit B to the Agreement.

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

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