



AMENDMENT NO. 8
TO
CONTRACT NO
AMENDMENT NO. 9
TO
CONTRACT NO. MA-042-20011019 FOR
FOR
HIV Care Services

This Amendment (“Amendment No. 8~~9~~”) to Contract No. MA-042-20011019 for HIV Care Services is made and entered into on ~~March 1~~ October 18, 2022 (“Effective Date”) between ~~«UC_NAME»~~ «UC_DBA», «UC_NAME» «UC_DBA», a California nonprofit corporation (“Contractor”), and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties.”

RECITALS

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20011019 for HIV Care Services, effective March 1, 2020, through February 28, 2023, in an amount not to exceed \$10,198,908, renewable for two additional one-year periods (“Contract”); and

~~\$10,198,908, renewable for two additional one-year periods (“Contract”); and~~

WHEREAS, on March 1, 2020, the Parties executed Amendment No. 1 to amend Exhibit B of the Contract to revise the budget allocation; and

WHEREAS, on April 15, 2020, County received a notification of award for Ryan White HIV/AIDS Program Part A/Minority AIDS Initiative (MAI) HIV Emergency Relief Grant from the Health Resources and Services Administration (HRSA); and

WHEREAS, on May 13, 2020, the ~~HIV Planning Council approved~~ Parties executed Amendment No. 2 to decrease the Period One Aggregate Maximum Obligation, Period Two Aggregate Maximum Obligation and Period Three Aggregate Maximum Obligation each by \$255,541 from \$3,399,636 to \$3,144,095, for a revised budget allocation for HIV Care Services to modify the total aggregate contract amount not to exceed maximum obligation of \$9,432,285, renewable for two additional one-year periods and to amend the Referenced Contract Provisions and Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on October 14, 2020, the ~~HIV Planning Council approved~~ Parties executed Amendment No. 3 to decrease the Period One Aggregate Maximum Obligation by \$63,634 from \$3,144,095 to \$3,080,461, for a revised ~~budget allocation for HIV Care Services to modify the~~ total aggregate ~~contract amount not to exceed~~ ~~maximum obligation of \$9,368,651, renewable for two additional one-year periods~~ and to amend the ~~Referenced Contract Provisions and~~ Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on January 13, 2021, the ~~HIV Planning Council approved~~ Parties executed Amendment No. 4 to decrease the Period One Aggregate Maximum Obligation by \$257,182 from \$3,080,461 to \$2,823,279, for a revised ~~budget allocation for HIV Care Services to modify the~~ total aggregate ~~contract amount not to exceed~~ ~~maximum obligation of \$9,111,469; renewal for two additional one-year periods,~~ and to amend the ~~Referenced Contract Provisions and~~ Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on ~~May 12~~July 1, 2021, the ~~HIV Planning Council approved a revised budget allocation for HIV Care Services~~ Parties executed Amendment No. 5 to ~~modify~~ decrease the Period Two Aggregate Maximum Obligation by \$96,220 from \$3,144,095 to \$3,047,875, for a revised total aggregate ~~contract amount not to exceed~~ ~~maximum obligation of \$9,015,249;~~ to amend Exhibit B of the Contract to reflect this decrease, and to amend Exhibit A of the Contract to revise the Identification of Services; and

WHEREAS, on December 1, 2021, the Parties ~~entered into~~executed Amendment No. 6 to increase the Period Two ~~Aggregate~~ Maximum Obligation by \$21,297 ~~in Health Resources and Services Administration – Ending HIV Epidemic funds~~ from \$3,047,875 to \$3,069,172, for a revised total aggregate maximum obligation of \$9,036,546, and to amend Exhibit B of the Contract to reflect this increase, ~~revisions to Payments,~~ and ~~changes in payments~~ and Mental Health Services; and,

WHEREAS, due to Ryan White reporting requirements, on February 28, 2022, the Parties ~~entered into~~executed Amendment No. 7 to, ~~in addition to negotiated Fee For Service rates, make Contractor eligible to also receive payment for actual costs reported for all services provided, thereby reflecting changes in~~ amend Exhibit B of the Contract to change the Payments structure to allow for year-end supplemental payments; based on actual costs reported for all services provided in addition to the negotiated fee-for-service rates; and

WHEREAS, on March 1, 2022, the Parties executed Amendment No. 8 to increase the Period Three Aggregate Maximum Obligation by \$85,187 from \$3,144,095 to \$3,229,282, for a revised total aggregate maximum obligation of \$9,121,733, and to replace Exhibit A, Exhibit B, and Exhibit C in their entirety; and

WHEREAS, the Parties now desire to enter into this Amendment No. ~~89~~ to increase the ~~the~~ Period Three ~~Aggregate~~ Maximum Obligation by ~~\$85,187 in Health Resources~~258,780, and ~~Services Administration – Ending HIV Epidemic funds,~~ to ~~revise the Basis of Reimbursement to reflect Actual Cost/Fee for Service,~~ amend Exhibit A, ~~Exhibit B, and Exhibit C in their entirety~~ of the Contract to reflect ~~these changes~~the increase; and,

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

~~4. —~~1. The Period Three Aggregate Maximum Obligation is increased by ~~\$85,187 to~~ 258,780 from ~~\$3,229,282~~ to ~~\$3,488,062~~, for a new total aggregate contract amount not to exceed ~~\$9,121,733~~380,513; on the amended terms and conditions.

Page 4, 2. ~~Referenced Contract Provisions, lines 9 through 16~~ Aggregate Maximum Obligation section, of the Contract is deleted in its entirety and replaced with the following:

“ **Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$ 2,823,279
Period Two Aggregate Maximum Obligation:	3,069,172
Period Three Aggregate Maximum Obligation:	<u>3,229,282</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 9,121,733

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

Page	Period One Aggregate Maximum Obligation:	\$ 2,823,279
	Period Two Aggregate Maximum Obligation:	3,069,172
	Period Three Aggregate Maximum Obligation:	3, Contents, lines 1 through
25	488,062	
	TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 9,380,513"

3. Exhibit A, Paragraph II. Budget, Subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"CONTENTS

EXHIBIT

 "A

- ~~I. Assurances~~
- ~~II. Budget~~
- ~~III. Client Grievance Review and Resolution Policy~~
- ~~IV. General Staffing Requirements~~
- ~~V. Payment~~
- ~~VI. Reports~~
- ~~VII. Services~~

STAFFING

~~VIII. Units of Service~~

EXHIBIT B

~~I. Business Associate Contract~~

EXHIBIT C

~~I. Personal Information Privacy and Security Contract"~~

2. ~~Exhibit A is deleted in its entirety and replaced with the following:~~

"I. ASSURANCES

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

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

~~1. Under any state compensation program, under an insurance policy, or under any federal or state health benefits program;~~

~~2. By an entity that provides health services on a prepaid basis; or~~

~~3. By third party reimbursement.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BUDGET

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

1. Case Management (Linkage to Care)

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

2. Case Management (Medical Retention) - Ryan White

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»
<u>TOTAL COST</u>	«TOTAL COST»

3. Case Management (Medical Retention) – HOPWA

<u>ADMINISTRATIVE COSTS</u>	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»

<u>PROGRAM COSTS</u>	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»
<u>TOTAL COST</u>	«TOTAL COST»

Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»
<u>TOTAL COST</u>	«TOTAL COST»

3. Case Management (Medical Retention) – HOPWA

<u>ADMINISTRATIVE COSTS</u>	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»

<u>PROGRAM COSTS</u>	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
<u>SUBTOTAL</u>	«SUBTOTAL»
<u>SUBTOTAL</u>	«SUBTOTAL»
<u>TOTAL COST</u>	«TOTAL COST»

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

5. **MAI Case Management (Medical Retention) - Ryan White**

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>TOTAL COST</u>	<u>«TOTAL COST»</u>

~~PROGRAM COSTS~~

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

6. **MAI Case Management (Medical Retention) - HOPWA**

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

Salaries	«SALARIES»
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Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

7. Case Management (Non-Medical Client Support)

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

8. Referral for Healthcare (Client Advocacy)

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>TOTAL COST</u>	<u>«TOTAL COST»</u>

~~PROGRAM COSTS~~

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

9. Referral for Healthcare (Benefits Counseling)

ADMINISTRATIVE COSTS

County of Orange, Health Care Agency
File Folder: C026053

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

TOTAL COST	«TOTAL COST»
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10. Referral for Healthcare (Eligibility Screening)

ADMINISTRATIVE COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

TOTAL COST	«TOTAL COST»
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11. Health Insurance Premium/Cost Sharing

ADMINISTRATIVE COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>

<u>TOTAL COST</u>	<u>«TOTAL COST»</u>
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12. EFA - MedicationsADMINISTRATIVE COSTS

<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>

<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>PROGRAM COSTS</u>	
<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>TOTAL COST</u>	<u>«TOTAL COST»</u>

PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

12. ~~EFA -- Medications~~

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

13. Home and Community Based Health Services

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

14. **Medical Nutrition Therapy**

ADMINISTRATIVE COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

<u>Salaries</u>	<u>«SALARIES»</u>
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>

<u>TOTAL COST</u>	<u>«TOTAL COST»</u>
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Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

15. **Food Order - Core (Ryan White)**

ADMINISTRATIVE COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

TOTAL COST	«TOTAL COST»
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16. **Food Order - Core (HOPWA)**

ADMINISTRATIVE COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

PROGRAM COSTS

Salaries	«SALARIES»
Benefits	«BENEFITS»

Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

17. Food Bank - Support (Ryan White)

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
<u>Benefits</u>	<u>«BENEFITS»</u>
<u>Services and Supplies</u>	<u>«S&S»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>TOTAL COST</u>	<u>«TOTAL COST»</u>

~~County of Orange, Health Care Agency~~

~~Contract MA-042-20011019~~

Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

18. Food Bank - Support (HOPWA)

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
PROGRAM COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»
TOTAL COST	«TOTAL COST»

19. Nutritional Supplements

ADMINISTRATIVE COSTS	
Salaries	«SALARIES»
Benefits	«BENEFITS»
Services and Supplies	«S&S»
SUBTOTAL	«SUBTOTAL»

County of Orange, Health Care Agency
File Folder: C026053

Contract MA-042-20011019

	PROGRAM COSTS	
	Salaries	«SALARIES»
	Benefits	«BENEFITS»
	Services and Supplies	«S&S»
	SUBTOTAL	«SUBTOTAL»
	TOTAL COST	«TOTAL COST»
20.	Home Delivered Meals - Fee-for-Service	
	PROGRAM COSTS	
	Home Delivered Meals	«MEALS»
	TOTAL COST	«TOTAL COST»
21.	Mental Health - Fee-for-Service (Ryan White)	
	PROGRAM COSTS	
	Mental Health Counseling	«COUNSELING»
	TOTAL COST	«TOTAL COST»
<u>22.</u>	<u>Mental Health - Fee-for-Service (EHE)</u>	
	<u>PROGRAM COSTS</u>	
	<u>Mental Health Counseling</u>	<u>«COUNSELING»</u>
	<u>TOTAL COST</u>	<u>«TOTAL COST»</u>
<u>23.</u>	<u>Medical Transportation</u>	
	<u>ADMINISTRATIVE COSTS</u>	
	<u>Salaries</u>	<u>«SALARIES»</u>
	<u>Benefits</u>	<u>«BENEFITS»</u>
	<u>Services and Supplies</u>	<u>«S&S»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM COSTS</u>	
	<u>Salaries</u>	<u>«SALARIES»</u>
	<u>Benefits</u>	<u>«BENEFITS»</u>
	<u>Services and Supplies</u>	<u>«S&S»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL COST</u>	<u>«TOTAL COST»</u>
<u>24.</u>	<u>TOTAL</u>	<u>«TOTAL BUDGET»</u>

22	Mental Health – Fee-for-Service (Ending the HIV Epidemic)	
	PROGRAM COSTS	
	Mental Health Counseling	«COUNSELING»
	TOTAL COST	«TOTAL COST»
23.	Medical Transportation	
	ADMINISTRATIVE COSTS	
	Salaries	«SALARIES»
	Benefits	«BENEFITS»
	Services and Supplies	«S&S»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM COSTS	
	Salaries	«SALARIES»
	Benefits	«BENEFITS»
	Services and Supplies	«S&S»
	SUBTOTAL	«SUBTOTAL»
	TOTAL COST	«TOTAL COST»
24.	TOTAL CONTRACT BUDGET	«TOTAL BUDGET»

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

~~B.— CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for each service. Overhead expenses (e.g., rent, utilities, repair and maintenance) are considered administrative costs.~~

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

~~D.— In the event CONTRACTOR's costs are ten percent (10%) or more below the percent of expected contracted costs; and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period~~

~~specified by ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation for the Period as~~

~~set forth in the Referenced Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such reduction.~~

~~E. Catalog of Federal Domestic Assistance (CFDA) Information~~

4. Exhibit A, Paragraph II. Budget, Subparagraph F.1., of the Contract is deleted in its entirety and replaced with the following:

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

CFDA Year: 2020-2023
 CFDA No: 93-914
FAIN No.: H8900019
 Program Title: HIV Emergency Relief Project Grants (B)
 Federal Agency: Department of Health and Human Services
 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$ ~~7,805,526~~ 8,064,036 (estimated)
R&D Award: No

CFDA Year: 2020-2023
 CFDA No.: 14.~~242~~241
FAIN No.: CAH21-F010
 Program Title: ~~Program Title:~~ Housing Opportunities for Persons with AIDS (indirect)
 Federal Agency: Department of Housing and Urban Development
 Award Name: Housing Opportunities for Persons with AIDS (indirect)
Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$1,209,993 (estimated)
R&D Award: No

CFDA Year: 2021-2023
 CFDA No.: 93.686
FAIN: 1 UT8HA33953-01-00
 Program Title: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS
 Program Parts A and B
 Federal Agency: Department of Health and Human Services
 Award Name: Ending the HIV Epidemic
Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$106,484 (estimated)

~~CONTRACTOR
may be
required to
have an audit
conducted~~ R&D

Award: No"

~~1. 5. Exhibit A, Paragraph VIII. Staffing of the Contract is deleted in accordance with 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200.~~

~~2. ADMINISTRATOR may revise the CFDA information listed above, entirety and shall notify CONTRACTOR in writing of said revisions.~~

~~DISALLOWED COSTS - CONTRACTOR may not use funds to pay for~~ replaced with the following:

"VIII. STAFFING

~~3. purchase or improvement of land, or to purchase, construct or permanently improve any building or other facility (other than minor remodeling with prior HRSA approval),~~

~~4. cash payments to service recipients,~~

~~5. clinical research,~~

~~6. Syringe Services Programs (SSPs), some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy,~~

~~7. Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication,~~

~~8. development of materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual,~~

~~9. the purchase of vehicles without written Grants Management Officer approval,~~

~~10. non-targeted marketing or promotions or advertising about HIV services that target the general public,~~

~~11. broad scope awareness activities about HIV services that target the general public, outreach activities,~~

~~12. outreach activities that have HIV prevention education as their exclusive purpose,~~

~~13. influencing or attempting to influence members of Congress and other Federal personnel,~~

~~14. foreign travel, and~~

~~15. public relations/advertising without HRSA Project Officer approval to support the goals of the approved federal project.~~

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

III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

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

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

~~the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.~~

IV. GENERAL STAFFING REQUIREMENTS

~~A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, subcontractors, volunteers, and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.~~

~~maintain the standards set forth in the Code of Conduct.~~

~~A. CONTRACTOR shall adhere to staffing and licensure requirements as indicated in Standards of Care approved by ADMINISTRATOR.~~

~~B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days, of any staffing changes that occur during the term of this Agreement.~~

V. PAYMENTS

A. BASIS FOR REIMBURSEMENT

~~1. With the exception of Mental Health Services and Home Delivered Meals, COUNTY shall pay CONTRACTOR for the actual costs of providing services, less any revenue that are actually received by CONTRACTOR for Ryan White eligible services, provided that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations.~~

~~2. For Mental Health Services, COUNTY shall pay CONTRACTOR a fee for service as follows:~~

- ~~— \$22.67 per client, per fifteen (15) minute face-to-face initial assessment counseling unit;~~
- ~~— \$20.53 per client, per fifteen (15) minute face-to-face individual counseling unit;~~
- ~~— \$115.07 for the first sixty (60) minutes of a psychological (testing evaluation) assessment; and~~
- ~~— \$87.61 for each additional hour, or \$4.80 per client, per fifteen (15)~~

~~minute face-to-face group counseling unit for up to five (5) unduplicated Ryan White or Ending the HIV Epidemic eligible clients per group conducted.~~

~~3. For **B. Home Delivered Meals**, COUNTY shall pay CONTRACTOR a fee of \$8.00 per meal.~~

~~**B. PAYMENT METHOD**— COUNTY shall pay CONTRACTOR monthly in arrears, and the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed billing form. Invoices received after the due date may not be paid within the same month.~~

~~**C.** Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement.~~

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

~~1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue Report, which includes a Units of Service Report on a form approved or provided by ADMINISTRATOR.~~

~~2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the total amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to~~

~~exceed the difference between the payments to CONTRACTOR and the actual costs incurred by CONTRACTOR.~~

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

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

~~**G.** CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.~~

VI. REPORTS

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

~~B. FISCAL~~

~~1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of service units provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.~~

~~2. CONTRACTOR shall submit quarterly Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the third Monday of the following months each year: June~~

~~C. STAFFING — CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names. The reports shall be due to ADMINISTRATOR no later than the twentieth~~

~~(20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.~~

~~D. PROGRAMMATIC — CONTRACTOR shall submit biannual programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the third Monday of March and September each year. EHE triannual programmatic reporting is required for EHE funded services due on the third Monday of each July, November, and March of each year.~~

~~E. RSR — CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about~~

~~CONTRACTOR's organization. RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year. The EHE Triannual Report complements data collected through the RSR and other reporting mechanisms and is required for EHE funded services due the first Monday of February, June, and October of each year.~~

~~F. Countywide Data Reporting — CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White Act funded services. For purposes of this Agreement, real-time data reporting shall be defined as entering data into the COUNTY's designated data system within five (5) business days of providing services, unless otherwise agreed upon in writing, by ADMINISTRATOR.~~

~~G. QM REPORTS — CONTRACTOR shall submit an annual QM Report with appropriate signature(s) to ADMINISTRATOR on the last business day of April each year, unless otherwise agreed to in writing by the ADMINISTRATOR. The QM Report shall be submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited to:~~

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

~~H. ADDITIONAL REPORTS — CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.~~

~~I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.~~

~~VII. SERVICES~~

~~A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are living with the HIV, in accordance with this Agreement.~~

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

~~1. CONTRACTOR acknowledges that this Agreement is funded through the Ryan White Act, Housing Opportunities for Persons with AIDS, and the Ending the HIV Epidemic grant, and that said funding is to be funding of last resort and may only be used to provide services when adequate alternative services are unavailable and no other resources exist to fund the services.~~

~~2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals~~

with HIV. Signed MOU with major points of entry shall be established and must include the names of parties involved, timeframe of agreement, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

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

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

b. Eligibility must be evaluated annually, at minimum and periodically thereafter based on current HRSA guidance, and when the client's eligibility or service qualifications change.

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

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

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

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

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

~~B. MEDICAL CASE MANAGEMENT SERVICES~~

~~1. DEFINITIONS~~

~~a. Linkage to Care — A range of client-centered services to link newly diagnosed individuals and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access Services (ARTAS) strengths-based model. The preferred model for the ARTAS Linkage to Care service is to have dedicated medical case management staff distinct from other medical case management staff who provide services beyond the initial ARTAS intervention. The ARTAS Linkage to Care program shall be limited to six (6) months. Individuals that require additional assistance beyond six (6) months shall be transitioned to ongoing medical case management services to ensure linkage and retention in care. Key activities include:~~

- ~~1) initial assessment of service needs;~~
- ~~2) development of a comprehensive, individualized service plan;~~
- ~~3) coordination of services required to implement the plan;~~
- ~~4) monitoring of client to assess the efficacy of the plan;~~
- ~~5) adaptation of the plan, as necessary; and~~
- ~~6) clear documentation of assessment, plan, and referrals.~~

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

- ~~1) initial assessment of service needs;~~
- ~~2) development of a comprehensive, individualized service plan;~~
- ~~3) coordination of services required to implement the plan;~~
- ~~4) monitoring of client to assess the efficacy of the plan;~~
- ~~5) periodic re-evaluation at least every three (3) months and adaptation of the plan, as necessary; and~~
- ~~6) clear documentation of assessment, plan, and referrals.~~

~~2. SCOPE OF SERVICES~~

~~a. CONTRACTOR shall provide access to a full range of services. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.~~

~~b. Services should ensure continuity of care through ongoing assessment of the client's needs and personal support systems.~~

~~c. CONTRACTOR shall implement appropriate strategies to improve~~

~~access to care and adherence to treatment.~~

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

~~1) Client Intake:~~

~~a) Perform client intake within five (5) business days of the client's referral or initial client contact. Client intake shall include gathering of pertinent client information necessary to establish the client's eligibility, demographic information, and information necessary for federal reporting.~~

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

~~2) Psychosocial Assessment:~~

~~a) Begin assessment of client within five (5) days of client intake and complete assessment within thirty (30) days. Areas of assessment should include, but not be limited to: medical need; understanding of HIV transmission factors; substance use; mental health issues; financial needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and transportation.~~

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

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

~~d) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care, CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.~~

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

~~e) Maintain regular and appropriate contact with clients or with~~

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

~~3) Education: Incorporate general and client-specific prevention education into case management sessions.~~

~~4) Individual Service Plan (ISP):~~

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

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

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

~~5) Referral/Advocacy and Coordination of Services:~~

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

~~b) Contact agency to which client was referred to make sure linkages were established.~~

~~6) Follow-Up and Monitoring:~~

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

~~b) Respond in a timely and appropriate manner to client requests for assistance and to client needs.~~

~~c) Conduct follow-up on clients who fall out of care.~~

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

~~7) Coordination of Medical Care:~~

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

~~b) Monitor client medication adherence and provide assistance as appropriate. providers.~~

~~barriers to adherence to client's medical care~~

~~e) Co
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~~8) Service Closure:~~

~~a) Document service closure of client in client file.~~

~~b) Make reasonable and appropriate attempts to locate and~~

~~communicate with clients lost to follow up before terminating services. The case manager may refer the case to an outreach worker in an attempt to bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a termination plan.~~

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

~~C. NON-MEDICAL CASE MANAGEMENT SERVICES – CLIENT SUPPORT~~

~~1. DEFINITIONS – The provision of needs assessment and timely follow up to ensure clients are accessing needed supportive services. This service can be provided by non-medically credentialed staff. Key activities include:~~

~~1) initial assessment of service needs;~~

~~2) development of a comprehensive, individualized service plan;~~

~~3) coordination of services required to implement the plan;~~

~~4) monitoring of client to assess the efficacy of the plan;~~

~~5) periodic re-evaluation at least every six (6) months and adaptation of the plan, as necessary; and~~

~~6) clear documentation of assessment, plan, and referrals. Service Coordination may be used as a “step-down” model for transitioning clients to increasing levels of self-sufficiency.~~

~~2. SCOPE OF SERVICES – CONTRACTOR shall provide access to services via information or referrals. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.~~

~~D. REFERRAL FOR HEALTHCARE~~

~~a. Client Advocacy – The provision of basic needs assessment and assistance (through appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed services. Key activities include:~~

~~1) assessment of service needs;~~

~~2) provision of information and/or referrals;~~

~~3) assistance in obtaining intake information for individuals pending enrollment in a service and who are initiating a thirty (30) day grace period, if needed;~~

~~4) clear documentation of assessment and referrals. On-going follow-up with clients is not a requirement of Client Advocacy.~~

~~b. Benefits Counseling and Eligibility Screening – The provision of services that refer or assist eligible clients to obtain access to non-Ryan White public and private programs for which they may be eligible, including Medicaid (Medi-Cal), Medicare and Medicare Part D Prescription Drug Plans, Social Security Disability Insurance, State Disability Insurance, Supplemental Security Income, , , Health Insurance Premium Programs, Covered California Health Insurance Plans, and other supportive services. Key activities include:~~

~~1) assessment of needs;~~

~~2) helping clients to understand eligibility criteria for benefits, the benefits provided by the program, the payment process and the rights of beneficiaries; providing consultation and advice regarding benefits programs;~~

~~3) assessment of client income, insurance, and residency;~~

~~4) provision of information regarding Affordable Care Act;~~

~~5) assistance in completing applications or negotiating on behalf of clients for eligible services; and~~

~~6) referring to and coordinating with legal services in cases of administrative~~

~~proceedings.~~

~~2. SCOPE OF SERVICES – CONTRACTOR shall provide access to services via information or referrals. Services must be consistent with Standards of Care for Referral for Health Care and Support Services provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.~~

~~E. HEALTH INSURANCE PREMIUM/COST SHARING AND EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS~~

~~1. DEFINITIONS~~

~~a. Health Insurance Premium/Cost Sharing – The provision of financial assistance on behalf of eligible individuals living with HIV to maintain continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.~~

~~b. Emergency Financial Assistance for Medications – The provision of payments to pharmacies or other licensed dispensaries of medications or the establishment of programs to assist with emergency payments for medication when other resources are not available. This program pays for pharmaceuticals or medications on an emergency basis only.~~

~~2. SCOPE OF SERVICES – CONTRACTOR shall provide the following services:~~

~~a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care for Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals and Emergency Financial Assistance for Medications provided by ADMINISTRATOR.~~

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

~~c.—Payments shall be made directly to pharmacies for drugs prescribed by a licensed medical provider. Requests for medication services under the program for Health Insurance Premium/Cost Sharing and Emergency Financial Assistance services must be submitted by the client within sixty (60) calendar days of receiving the medications.~~

~~d.—Medications for chronic use will be approved for one (1) month only; during this time, the client's physician must attempt to secure the medication for the client through the Manufacturer's Patient Assistance Program. If the assistance program takes longer than one~~

~~(1) month, or if the client is denied, CONTRACTOR may approve ongoing assistance if the physician provides appropriate documentation.~~

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

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

~~F.—HOME HEALTH CARE/HOME AND COMMUNITY-BASED SERVICES~~

~~1.—DEFINITIONS~~

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

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

~~2.—SCOPE OF SERVICES~~

~~a.—CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Home Health Care/Home and Community-Based Health Services Standards of Care provided by ADMINISTRATOR.~~

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

~~1) Paraprofessional care, which includes homemaker, home health aide and personal/ attendant care;~~

~~a) Homemaker services shall include household services such as cleaning, laundry, shopping and errands, and other services necessary to allow clients~~

~~to continue to live in their homes independently.~~

~~b) Home health aide and personal or attendant services shall include services provided by a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services. These services include planning and preparing meals, taking vital signs, reporting changes in the client's condition and needs, and assisting the client with basic needs such as getting into and out of bed, bathing, dressing, and eating.~~

~~2) Professional care, which includes routine and skilled nursing, rehabilitation, or hospice care provided in the client's home or residential setting. Skilled nursing services are provided by a Registered Nurse or a Licensed Vocational Nurse, and the services shall be within the scope of practice of the California Nurse Practice Act.~~

~~3) Specialized care, which includes intravenous and aerosolized medication treatment, including prescription drugs administered as part of such therapy, diagnostic testing, parenteral feeding, and other highly technical services. Also included are incontinent supplies, sterile dressings, and other supplies. The need for specialized care shall be assessed by a registered nurse case manager and pre-approved by CONTRACTOR's Clinical Director Programs prior to authorization.~~

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

~~5) Respite Care Services through CNA to support persons infected by HIV disease, either directly by being an HIV-infected parent, or by being a parent with an HIV-infected child. CONTRACTOR shall provide childcare or assistance in physical and practical activities of daily living, including, but not limited to, cooking, laundering, housekeeping, and shopping. Respite care services are included within the CNA and Homemaker units of service. Respite care to parents infected with HIV or parents of children infected with HIV shall be provided through child care providers and/or Certified Nursing Assistants; and~~

~~G. MEDICAL NUTRITION THERAPY~~

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

~~2. SCOPE OF SERVICES~~

~~a. CONTRACTOR shall provide access to services to eligible clients. Services must be consistent with Medical Nutrition Therapy Including Nutritional~~

~~Supplements Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:~~

- ~~1) Provide a nutritional assessment for each client;~~
- ~~2) Develop a nutrition plan; and~~
- ~~3) Facilitate referrals for nutrition services as appropriate.~~

~~H. FOOD BANK SERVICES~~

~~1. DEFINITION—The provision of supplemental food to eligible clients through a food pantry. It does not include providing clients funding to purchase food or meals. Food~~

~~from at least four out of the five basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service must include documented ongoing education and referral of all clients to the food stamp program (if eligible) and community programs.~~

~~2. SCOPE OF SERVICES~~

~~a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Food Bank/Home Delivered Meals Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:~~

- ~~1) Provide food to clients with consideration of client's nutritional needs and/or dietary restrictions;~~
- ~~2) Ensure food bank order has, at minimum, an approximate retail value of fifty dollars (\$50).~~
- ~~3) Distribute food items prior to the labeled expiration date;~~
- ~~4) Ensure that food bank menu items are inspected for quality and re-evaluated on a semi-annual basis by a registered dietitian;~~
- ~~5) Ensure that food selections and services are culturally appropriate;~~
- ~~6) Conduct a survey at least once per year to measure clients' satisfaction with the Food Bank menu;~~
- ~~7) Make food bank orders available to clients at all Orange County Ryan White Act-funded agencies; and~~

~~I. NUTRITIONAL SUPPLEMENTS~~

~~1. DEFINITION—The provision of high-caloric nutritional supplements to individuals experiencing difficulty maintaining appropriate weight levels through consumption of non-specialty foods. Services are to be provided by a licensed registered dietitian, registered nurse, nurse practitioner, or medical doctor. Supplements may include, but are not limited to, nutritional drinks (such as Ensure) and bars. Non-prescription basic multi-vitamins may also be offered.~~

~~2. SCOPE OF SERVICES—CONTRACTOR shall~~

~~a. CONTRACTOR shall provide access to the following Nutritional Supplements services. Services must be consistent with Medical Nutrition Therapy Including Nutritional Supplements Standards of Care provided by ADMINISTRATOR.~~

- ~~1) High-calorie supplements prescribed by the client's physician or~~

~~recommended in writing by a registered dietitian or a nurse case manager; and /or~~

~~2) Multi-vitamin supplement through the Food Bank prescribed or recommended in writing as indicated above.~~

~~3) Conduct, at a minimum, quarterly re-evaluations of client's nutritional needs and need for services.~~

~~J. HOME DELIVERED MEALS~~

~~1. DEFINITION—The provision of nutritionally balanced prepared meals to individuals who are homebound due to physical disability and/or unable to independently prepare meals.~~

~~2. SCOPE OF SERVICES—CONTRACTOR shall:~~

~~a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Food Bank/Home Delivered Meals Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:~~

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

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

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

~~1) Meat, fish, poultry, dry beans, eggs, and nuts group;~~

~~2) Rice, noodles, cereal and bread group;~~

~~3) Fruits and vegetables group.~~

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

~~f. Provide a minimum of two (2) meals a day to eligible clients;~~

~~g. Recruit, train, and supervise volunteer meals drivers;~~

~~h. Coordinate and schedule volunteer drivers to deliver meals;~~

~~i. Disseminate information describing the meal program and eligibility requirements to ensure these services are known and accessible to individuals, groups and/or private and public agencies associated with providing services to HIV-infected individuals in Orange County.~~

~~K. MENTAL HEALTH SERVICES~~

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

~~2. SCOPE OF SERVICES—CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Mental Health~~

~~Services Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:~~

~~a.—Client Registration:~~

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

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

~~b.—Comprehensive Assessment:~~

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

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

~~c.—Individual Treatment Plan (ITP):~~

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

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

~~d.—Treatment Provision:~~

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

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

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

~~f.—Service Closure:~~

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

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

~~g. The maximum number of individual counseling sessions provided under this service category is fifteen (15) sessions per year. Based on the client's therapeutic need, the therapist may increase the maximum number of sessions to twenty-five (25) per year with prior written approval from the ADMINISTRATOR. Family and/or couples counseling also fall under this service category and is limited to a maximum of fifteen~~

~~(15) sessions. The fifteen (15) sessions are in addition to the fifteen (15) individual counseling sessions available to a client and can be rendered in any combination of family and/or couples counseling sessions.~~

~~h. Group counseling sessions consists of face-to-face contact between one (1) or more therapists and a minimum of two (2) Ryan White eligible clients per session.~~

~~i. Mental Health Services for Ending the HIV Epidemic (EHE) eligible clients are limited to a maximum of six (6) months. EHE eligible clients are those who are HIV positive, not eligible for Ryan White Mental Health Services, and who are experiencing barriers (e.g. cultural/linguistic barriers, limited provider and/or appointment availability, etc.) with accessing Mental Health Services.~~

~~L. MEDICAL TRANSPORTATION SERVICES~~

~~1. DEFINITION — Medical Transportation is the provision of nonemergency transportation that enables an eligible client to access or be retained in core medical and support services.~~

~~2. SCOPE OF SERVICES~~

~~a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:~~

- ~~1) Conduct client intake to gather necessary information and provide client with information regarding client's rights and services.~~
- ~~2) Assess the client's needs to determine best mode of transportation;~~
- ~~3) Schedule client rides and contact clients with confirmation;~~
- ~~4) Maintain current records of client's name, date of trip, purpose of trip, and services provided;~~
- ~~5) Enroll all transportation staff in the DMV Pull Notice Program;~~
- ~~6) Conduct quarterly safety reviews with staff drivers;~~
- ~~7) Comply with applicable California laws and regulations pertaining to safety inspections;~~
- ~~8) Schedule and maintain records of all vehicle maintenance.~~

~~b. Medical transportation services must be provided in conjunction with a known upcoming health care appointment.~~

~~c. The most cost-effective means of transportation that meets client's needs shall be utilized. Clients medical transportation needs may be met by using bus~~

~~passes, ACCESS coupons, van ride, or ride share . Van rides are limited to persons who are unable to navigate bus system or have a specific medical justification for van transportation. Ride share is limited to persons requiring assistance to get to medical appointments and whose needs cannot be met by a van ride. Ride share is also permissible for persons who are receiving medical services at a location that is not easily accessible via public transportation.~~

~~M. Quality Management (QM) Activities~~

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

~~N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.~~

VIII. STAFFING

~~A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Contract, all members of the Board of Directors, employees, volunteers and interns of~~

~~CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.~~

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

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

1. Case Management (Linkage to Care)

ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST <u>FTEs</u> »

2. Case Management (Medical Retention) - Ryan White

ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»

	TOTAL FTEs	«TOTAL COST FTEs»
3. Case Management (Medical Retention) - HOPWA		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
4. MAI Case Management (Linkage to Care)		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
5. MAI Case Management (Medical Retention) - Ryan White		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	<u>TOTAL FTEs</u>	«TOTAL FTEs»
6. MAI Case Management (Medical Retention) - HOPWA		
	<u>ADMINISTRATIVE STAFF</u>	«FTEs»
	<u>SUBTOTAL</u>	«SUBTOTAL»
	<u>PROGRAM STAFF</u>	«FTEs»
	<u>SUBTOTAL</u>	«SUBTOTAL»
	<u>TOTAL FTEs</u>	«TOTAL FTEs»
7. Case Management (Non-Medical Client Support)		
	<u>ADMINISTRATIVE STAFF</u>	«FTEs»
	<u>SUBTOTAL</u>	«SUBTOTAL»
	<u>PROGRAM STAFF</u>	«FTEs»
	<u>SUBTOTAL</u>	«SUBTOTAL»
	<u>TOTAL FTEs</u>	«TOTAL FTEs»

8.	<u>Referral for Healthcare (Client Advocacy)</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
9.	<u>Referral for Healthcare (Benefits Counseling)</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
10.	<u>Referral for Healthcare (Eligibility Screening)</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
11.	<u>Health Insurance Premium/Cost Sharing</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
12.	<u>EFA - Medications</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
	<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
	<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
13.	<u>Home and Community Based Health Services</u>	
	<u>ADMINISTRATIVE STAFF</u>	<u>«FTEs»</u>

<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>PROGRAM STAFF</u>	<u>«FTEs»</u>
<u>SUBTOTAL</u>	<u>«SUBTOTAL»</u>
<u>TOTAL FTEs</u>	<u>«TOTAL FTEs»</u>
TOTAL FTEs	«TOTAL COST»
6. MAI Case Management (Medical Retention) Services – HOPWA	
ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST»
7. Case Management (Non-Medical Client Support)	
ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST»
8. Referral for Healthcare (Client Advocacy)	
ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST»
9. Referral for Healthcare (Benefits Counseling)	
ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST»
10. Referral for Healthcare (Eligibility Screening)	
ADMINISTRATIVE STAFF	«FTEs»

	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST»
11. Health Insurance Premium/Cost Sharing		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST»
12. EFA – Medications		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST»
13. Home and Community Based Health Services		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST»
14. Medical Nutrition Therapy		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST»
15. Food Order - Core (Ryan White)		
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»

	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
6.	Food Order - Core (HOPWA)	
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
17.	Food Bank - Support (Ryan White)	
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
18.	Food Bank - Support (HOPWA)	
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
19.	Nutritional Supplements	
	ADMINISTRATIVE STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	PROGRAM STAFF	«FTEs»
	SUBTOTAL	«SUBTOTAL»
	TOTAL FTEs	«TOTAL COST FTEs»
20.	Medical Transportation	

ADMINISTRATIVE STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
PROGRAM STAFF	«FTEs»
SUBTOTAL	«SUBTOTAL»
TOTAL FTEs	«TOTAL COST FTEs»

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

6. Exhibit A, Paragraph IX. Units of Service of the Contract is deleted in its entirety and replaced with the following:

"IX. UNITS OF SERVICE

A. CONTRACTOR shall, at a minimum, provide the following units of service:

A1

Case Management (Linkage to Care) ~~Services~~

15-min Face-to-Face Contacts	«FF-UNITS»
15-min Service Coordination	«COORD-UNITS»
Unduplicated Clients	«CLIENTS»

B2

Case Management (Medical Retention) ~~Services~~ - Ryan White

15-min Face-to-Face Contacts	«FF-UNITS»
15-min Service Coordination	«COORD-UNITS»
Unduplicated Clients	«CLIENTS»

C3

Case Management (Medical Retention) ~~Services~~ - HOPWA

15-min Face-to-Face Contacts	«FF-UNITS»
15-min Service Coordination	«COORD-UNITS»
Unduplicated Clients	«CLIENTS»

D4

MAI Case Management (Linkage to Care) ~~Services~~

15-min Face-to-Face Contacts	«FF-UNITS»
15-min Service Coordination	«COORD-UNITS»
Unduplicated Clients	«CLIENTS»

E5

MAI Case Management (Medical Retention) ~~Services~~ - Ryan White

15-min Face-to-Face Contacts	«FF-UNITS»
15-min Service Coordination	«COORD-UNITS»

	Unduplicated Clients	«CLIENTS»
F6	MAI Case Management (Medical Retention) Services-- HOPWA	
	15-min Face-to-Face Contacts	«FF-UNITS»
	15-min Service Coordination	«COORD-UNITS»
	Unduplicated Clients	«CLIENTS»
G7	Case Management (Non-Medical Client Support) Services	
	15-min Face-to-Face Contacts	«FF-UNITS»
	15-min Service Coordination	«COORD-UNITS»
	Unduplicated Clients	«CLIENTS»
H8	Referral for Healthcare (Client Advocacy) Services	
	15-min Face-to-Face Contacts	«FF-UNITS»
	15-min Service Coordination	«COORD-UNITS»
	15-min Service Coordination - Other Agency	«COORD-OTHER
	Unduplicated Clients	«CLIENTS»
I9	Referral for Healthcare (Benefits Counseling) Services	
	<u>15-min Face-to-Face Contacts</u>	<u>«FF-UNITS»</u>
	<u>15-min Service Coordination</u>	<u>«COORD-UNITS»</u>
	<u>Unduplicated Clients</u>	<u>«CLIENTS»</u>
J10	Referral for Healthcare (Eligibility Screening)	
	<u>15-min Face-to-Face Contacts</u>	<u>«FF-UNITS»</u>
	<u>15-min Service Coordination</u>	<u>«COORD-UNITS»</u>
	<u>Unduplicated Clients</u>	<u>«CLIENTS»</u>
K11	Health Insurance Premium/Cost Sharing	
	<u>Insurance Premium - One Payment</u>	<u>«IP-UNITS»</u>
	<u>Unduplicated Clients- Ins. Premium</u>	<u>«CLIENTS-</u>
	<u>Medical/Dental Co-Payments</u>	<u>PREMIUM»</u>
	<u>Mental Health Co-Payments</u>	<u>«MH CO-PAYS»</u>
	<u>Unduplicated Clients - Co-Pays</u>	<u>«MD CO-PAYS»</u>
		<u>«CLIENTS-COPAYS»</u>
L12	EFA - Medications	
	<u>Medication Payments - One Payments</u>	<u>«UNITS»</u>
	<u>Unduplicated Clients - EFA Medications</u>	<u>«UNITS»</u>

13	<u>Home and Community Based Health Services</u> <u>Home Health Aid Worker - 15 min</u> <u>Unduplicated Clients</u> <u>Durable Medical Equipment (DME)</u> <u>Unduplicated Clients</u>	<u>«HHA UNITS»</u> <u>«HHA CLIENTS»</u> <u>«DME UNITS»</u> <u>«DME CLIENTS»</u>
14	<u>Medical Nutrition Therapy</u> <u>Face-to-Face Contacts</u> <u>Service Coordination</u> <u>Unduplicated Clients</u>	<u>«FF-UNITS»</u> <u>«COORD-UNITS»</u> <u>«CLIENTS»</u>
15	<u>Food Order - Core (Ryan White)</u> <u>Food Orders</u> <u>Unduplicated Clients</u>	<u>«CORE UNITS»</u> <u>«CLIENTS»</u>
16	<u>Food Order - Core (HOPWA)</u> <u>Food Orders</u> <u>Unduplicated Clients</u>	<u>«CORE UNITS»</u> <u>«CLIENTS»</u>
17	<u>Food Bank - Support (Ryan White)</u> <u>Food Support</u> <u>Unduplicated Clients</u>	<u>«SUPPORT UNITS»</u> <u>«CLIENTS»</u>
18	<u>Food Bank - Support (HOPWA)</u> <u>Food Support</u> <u>Unduplicated Clients</u>	<u>«SUPPORT UNITS»</u> <u>«CLIENTS»</u>
19	<u>Nutritional Supplements</u> <u>30 Cans or 30-day supply of Supplements</u> <u>Unduplicated Clients</u>	<u>«SUPPLEMENT</u> <u>UNITS»</u> <u>«CLIENTS»</u>
20	<u>Home Delivered Meals - Fee-for-Service</u> <u>Home Delivered Meals</u> <u>Unduplicated Clients</u>	<u>«UNITS»</u> <u>«CLIENTS»</u>
21	<u>Mental Health - Fee-for-Service (Ryan White)</u> <u>15-min Face-to-Face Initial Assessment</u> <u>Unduplicated Clients</u>	<u>«UNITS»</u> <u>«CLIENTS»</u>

<u>15-min Face-to-Face Initial Individual</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>15-min Face-to-Face Group Counseling</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>60-min Psychological Assessment</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»

22

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Mental Health - Fee-for-Service (EHE)

<u>15-min Face-to-Face Initial Assessment</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>15-min Face-to-Face Initial Individual</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>15-min Face-to-Face Group Counseling</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>60-min Psychological Assessment</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»

23

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Medical Transportation

<u>Reduced Fare One-Day Bus Pass</u>	«UNITS»
<u>Regular Fare One-Day Bus Pass</u>	«UNITS»
<u>Reduced Fare 30-Day Bus Pass</u>	«UNITS»
<u>Regular Fare 30-Day Bus Pass</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>ACCESS Services</u>	«UNITS»
<u>Unduplicated Clients</u>	«CLIENTS»
<u>Ride-Shares</u>	«UNITS»
<u>Unduplicated Clients - Rideshares</u>	«CLIENTS»

	15-min Face-to-Face Contacts	«FF-UNITS»
	15-min Service Coordination	«COORD-UNITS»
	Unduplicated Clients	«CLIENTS»
J.	Referral for Healthcare (Eligibility Screening) Services	
	15-min Face-to-Face Contacts	«FF-UNITS»
	15-min Service Coordination	«COORD-UNITS»
	Unduplicated Clients	«CLIENTS»
K.	Health Insurance Premium/Cost Sharing	
	Insurance Premium – One Payment	«IP-UNITS»
	Unduplicated Clients – Ins. Premium	«CLIENTS- PREMIUM»
	Medical/Dental Co-Payments	«MH CO-PAYS»
	Mental Health Co-Payments	«MD CO-PAYS»
	Unduplicated Clients – Co-Pays	«CLIENTS-COPAYS»
L.	EFA – Medications	
	Medication Payments – One Payments	«UNITS»
	Unduplicated Clients – EFA Medications	«UNITS»
M.	Home and Community Based Health Services	
	Home Health Aid Worker – 15 min	«HHA UNITS»
	Unduplicated Clients	«HHA CLIENTS»
	Certified Nursing Assistant (CNA) – 15 min	«CNA UNITS»
	Unduplicated Clients	«CNA CLIENTS»
	Durable Medical Equipment (DME)	«DME UNITS»
	Unduplicated Clients	«DME CLIENTS»
N.	Medical Nutrition Therapy	
	Face-to-Face Contacts	«FF-UNITS»
	Service Coordination	«COORD-UNITS»
	Unduplicated Clients	«CLIENTS»
O.	Food Order – Core (Ryan White)	
	Food Orders	«CORE UNITS»
	Unduplicated Clients	«CLIENTS»
P.	Food Order – Core (HOPWA)	
	Food Orders	«CORE UNITS»
	Unduplicated Clients	«CLIENTS»
Q.	Food Bank – Support (Ryan White)	
	Food Support	«SUPPORT UNITS»
	Unduplicated Clients	«CLIENTS»

R. Food Bank – Support (HOPWA)	Food Support Unduplicated Clients	«SUPPORT UNITS» «CLIENTS»
S. Nutritional Supplements	30 Cans or 30 day supply of Supplements Unduplicated Clients	«SUPPLEMENT UNITS» «CLIENTS»
T. Home-Delivered Meals – Fee-for-Service	Home-Delivered Meals Unduplicated Clients	«UNITS» «CLIENTS»
U. Mental Health – Fee-for-Service (Ryan White)	15-min Face-to-Face Initial Assessment 15-min Face-to-Face Initial Individual 15-min Face-to-Face Group Counseling 60-min Psychological Assessment	«UNITS» «UNITS» «UNITS» «UNITS»
V. Mental Health – Fee-for-Service (Ending the HIV Epidemic)	15-min Face-to-Face Initial Assessment 15-min Face-to-Face Initial Individual 15-min Face-to-Face Group Counseling 60-min Psychological Assessment	«UNITS» «UNITS» «UNITS» «UNITS»
W. Medical Transportation	Reduced Fare One-Day Bus Pass Regular Fare One-Day Bus Pass Reduced Fare 30-Day Bus Pass Regular Fare 30-Day Bus Pass Unduplicated Clients ACCESS Services Unduplicated Clients Ride-Shares Unduplicated Clients – Rideshares	«UNITS» «UNITS» «UNITS» «UNITS» «CLIENTS» «UNITS» «CLIENTS» «UNITS» «CLIENTS»

~~W.~~

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units of Service Paragraph in this Exhibit A to the Agreement."

~~3. Exhibit B is deleted in its entirety and replaced with the following:~~

~~**"I. BUSINESS ASSOCIATE CONTRACT**~~

~~**A. GENERAL PROVISIONS AND RECITALS**~~

~~1. The parties agree that the terms used, but not otherwise defined below in~~

~~Subparagraph B., shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the~~

~~HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.~~

~~2.—The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract 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 Contract, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.~~

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

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

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

~~B.—DEFINITIONS~~

~~1.—“Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.~~

~~2.—“Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule that compromises the security or privacy of the PHI.~~

~~a.—Breach excludes:~~

~~1)—Any unintentional acquisition, access, or use of PHI by a workforce~~

~~member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.~~

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

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

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

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

~~2) The unauthorized person who used the PHI or to whom the disclosure~~

~~was made;~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR §~~

~~164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.~~

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

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

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

~~an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.~~

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

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

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

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

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

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

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

~~b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to~~

~~satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.~~

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

~~D. SECURITY RULE~~

~~1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with~~

~~45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.~~

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

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

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

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

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

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

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

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

~~E. DATA SECURITY REQUIREMENTS~~

~~1. Personal Controls~~

~~a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or~~

~~transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.~~

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

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

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

~~2. Technical Security Controls~~

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

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

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

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

~~e.—Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,~~

~~maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.~~

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

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

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

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

~~i.—System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or~~

~~transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.~~

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

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

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

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

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

~~3.—Audit Controls~~

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

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

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

availability of data.

~~4.—Business Continuity/Disaster Recovery Control~~

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

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

~~5.—Paper Document Controls~~

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

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

~~c.—Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as crosscut shredding and pulverizing.~~

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

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

~~f.—Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the~~

prior written permission of COUNTY to use another method is obtained.

F. ~~BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ~~In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of~~

demonstrating

~~that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.~~

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

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

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

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

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

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

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

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

~~1) The Disclosure is required by law; or~~

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

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

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

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

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

~~H. PROHIBITED USES AND DISCLOSURES~~

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

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

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

~~I. OBLIGATIONS OF COUNTY~~

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

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

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

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

~~J. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

~~2. Upon termination of the Contract, CONTRACTOR shall either destroy or~~

~~return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.~~

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

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

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

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

~~6. Exhibit C is deleted in its entirety and replaced with the following:~~

~~**"I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**~~

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

~~A. DEFINITIONS~~

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

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

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

~~4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services~~

~~(DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.~~

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

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

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

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

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

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

~~B. TERMS OF CONTRACT~~

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

~~2. Responsibilities of~~

~~CONTRACTOR CONTRACTOR agrees:~~

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

~~b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of~~

~~Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.~~

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

~~1) Complying with all of the data system security precautions listed in~~

~~Paragraph E of the Business Associate Contract, Exhibit B to the Contract. ; and~~

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

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

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

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

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

~~g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS~~

~~PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).~~

~~h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of~~

~~any breach of unsecured DHCS PI and PH or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.~~

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

This Amendment No. 89 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 89 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 89 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 79, remain in full force and effect.

SIGNATURE PAGE FOLLOWS SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 8-9. If the company Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: «UC_NAME» «UC_DBA»

Print Name

Title

Signature

Date

~~County of Orange, a political subdivision of the State of California~~

~~Purchasing Agent/Designee Authorized Signature:~~

Print Name

Title

Signature

Date

«UC_NAME» «UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

[Redacted]

TITLE: [Redacted]

COUNTY OF ORANGE

BY: [Redacted] DATED: [Redacted]

[Redacted]

HEALTH CARE AGENCY

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

BY: [Redacted] DATED: [Redacted]

DEPUTY