

AMENDMENT NO. 89 TO CONTRACT NO. MA-042-20011019 FOR HIV Care Services

This Amendment ("Amendment No. 89") to Contract No. MA-042-20011019 for HIV Care Services is made and entered into on March 1 October 18, 2022 ("Effective Date") between Laguna Beach Community Clinic, Inc., 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

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

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

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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 Parties executed Amendment No. 5 to decrease the Period Two Aggregate Maximum Obligation by \$96,220 from \$3,144,095 to \$3,047,875, for a revised budget allocation for HIV Care Services to modify the 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; and 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

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

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

- 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.
- 2. Page 4, Referenced Contract Provisions, lines 9 through 16Aggregate 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:

3,229,282488,062

TOTAL AGGREGATE MAXIMUM OBLIGATION:

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9,121,733380,513"

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

3. Page 3, Contents, lines 1 through 25 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"
- 4. 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;
- By an entity that provides health services on a prepaid basis; or
- By third party reimbursement.

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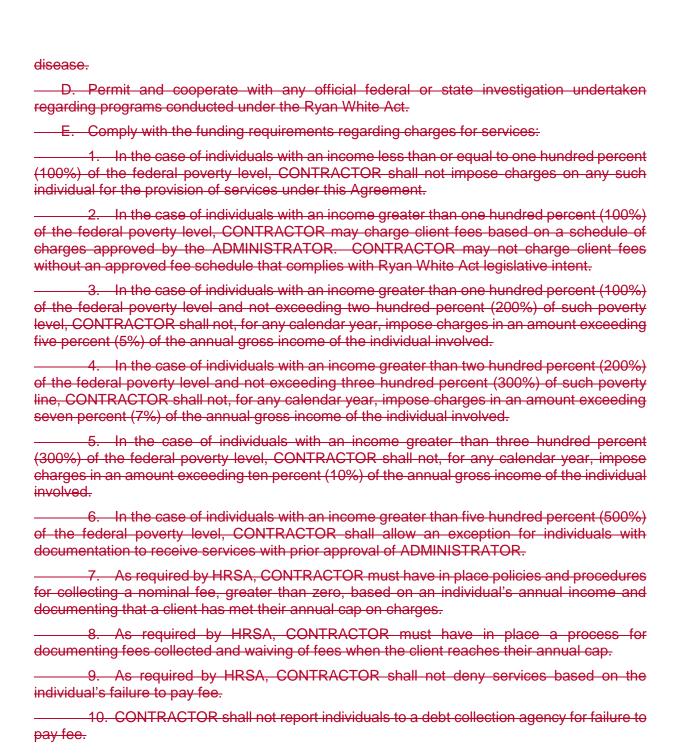
- B. Provide, to the maximum extent practicable, HIV-related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.
- C. Provide services in a setting that is accessible to low-income individuals with HIV

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II. BUDGET

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

Referral for Healthcare (Client Advocacy)

PROGRAM COSTS

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\$ 20,665205" TOTAL CONTRACT COST

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Catalog of Federal Domestic Assistance (CFDA) Information
- Exhibit A, Paragraph II. Budget, Subparagraph F.1., of the Contract is deleted in its entirety and replaced with the following:
- 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

Department of Health and Human Services Agency:

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%

\$ 7,805,5268,064,036 (estimated) Amount:

-R&D Award: -No

CFDA Year: 2020-2023 CFDA No.: 14.242241

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CAH21-F010 FAIN No.:

Program Title: Program Title: Housing Opportunities for Persons with AIDS (indirect)

Federal

Department of Housing and Urban Development Agency:

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 Department of Health and Human Services Agency:

Award Name: Ending the HIV Epidemic

Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%

Amount: \$106,484 (estimated)

R&D Award: No"

Exhibit A, Paragraph VIII. Staffing of the Contract is deleted in its entirety and replaced with the following:

"VIII. STAFFING

- 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200.
- ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.
- G. DISALLOWED COSTS CONTRACTOR may not use funds to pay for the following:
- 1. 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),
- 2. cash payments to service recipients,
- 3. clinical research,

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- 4. Syringe Services Programs (SSPs), some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy,
- 5. 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,
- 6. development of materials designed to promote or encourage intravenous drug use

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or sexual activity, whether homosexual or heterosexual,		
7. the purchase of vehicles without written Grants Management Officer approval,		
8. non-targeted marketing or promotions or advertising about HIV services that target the general public,		
9. broad-scope awareness activities about HIV services that target the general public, outreach activities,		
10. outreach activities that have HIV prevention education as their exclusive purpose,		
——————————————————————————————————————		
12. foreign travel, and		
13. public relations/advertising without HRSA Project Officer approval to support the goals of the approved federal project.		
H. 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 interest of		

subcontractors, volunteers, and interns of
 CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.
 B. CONTRACTOR shall adhere to staffing and licensure requirements as indicated in

Standards of Care approved by ADMINISTRATOR.

C. 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

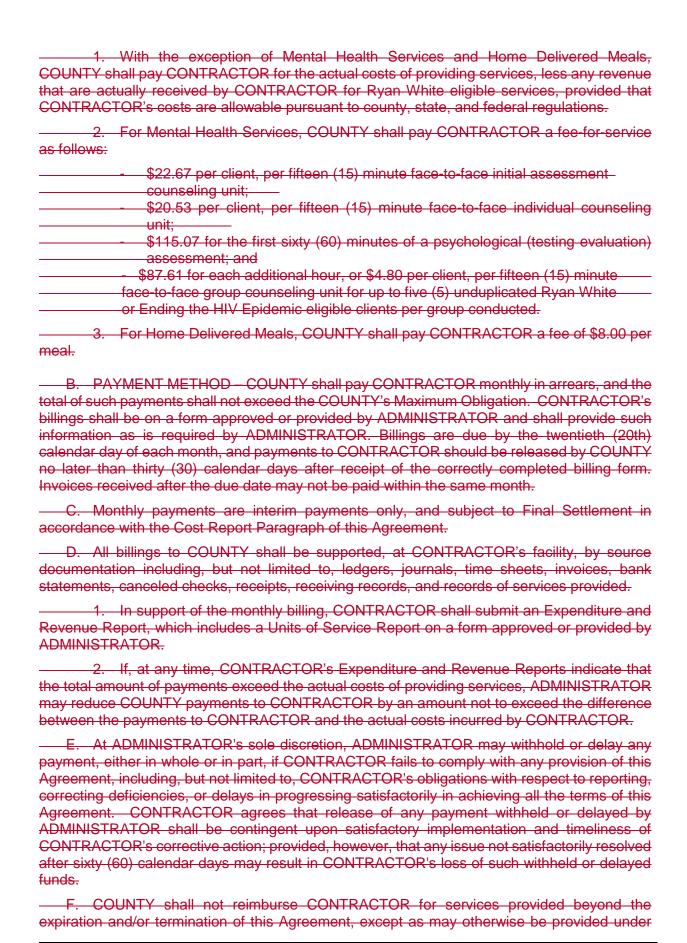
A. BASIS FOR REIMBURSEMENT

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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

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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:
- Summary of QM activities;
- 2. Service-specific outcome measure results as outlined in the annual Ryan White performance measures;
- 3. Summary of findings; and
- 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.

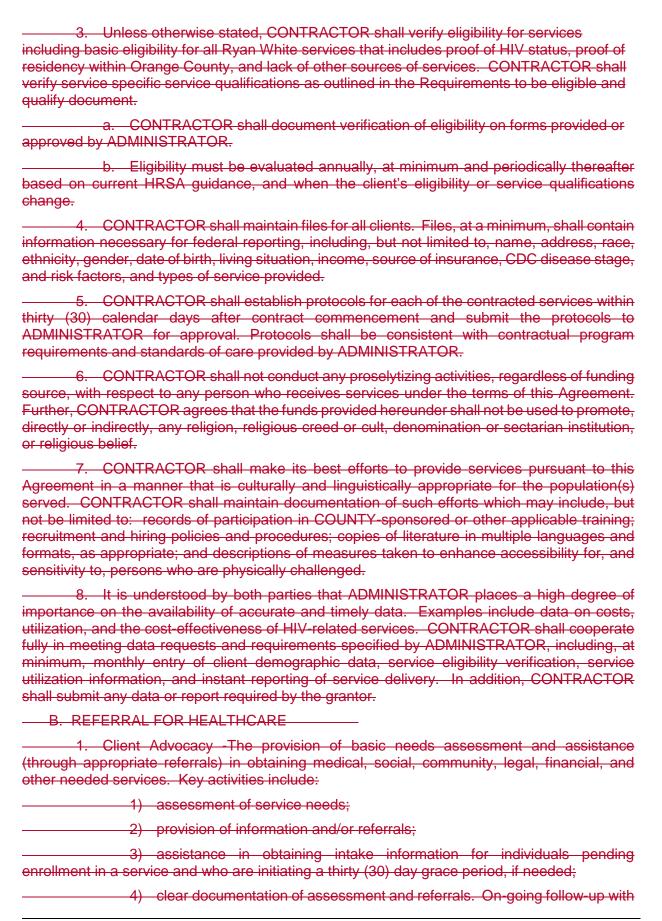
VII. SERVICES

- 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.

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clients is not a requirement of Client Advocacy.

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.

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

FTE(S)

Referral for Healthcare (Client Advocacy)

PROGRAM STAFF

MSW/Registered Nurse 0.000088
Registered Nurse 0.0071069

TOTAL CONTRACT FTE(s) 0.161

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

IX. UNITS OF SERVICE

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

Referral for Healthcare (Client Advocacy)

15-min Face-to-Face Contacts	10
15-min Service Coordination	10
Unduplicated Clients	5

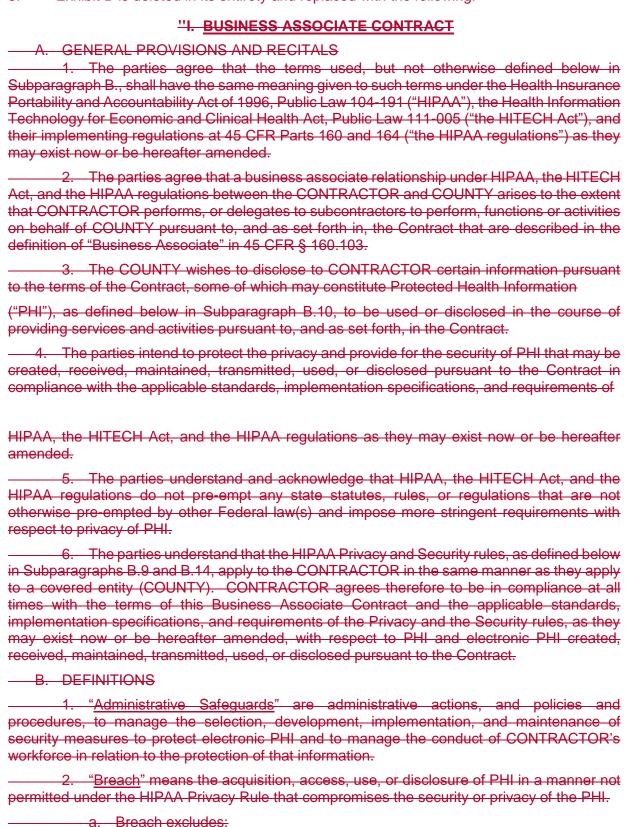
— CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units of Service Paragraph in this Exhibit A to the Agreement."

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



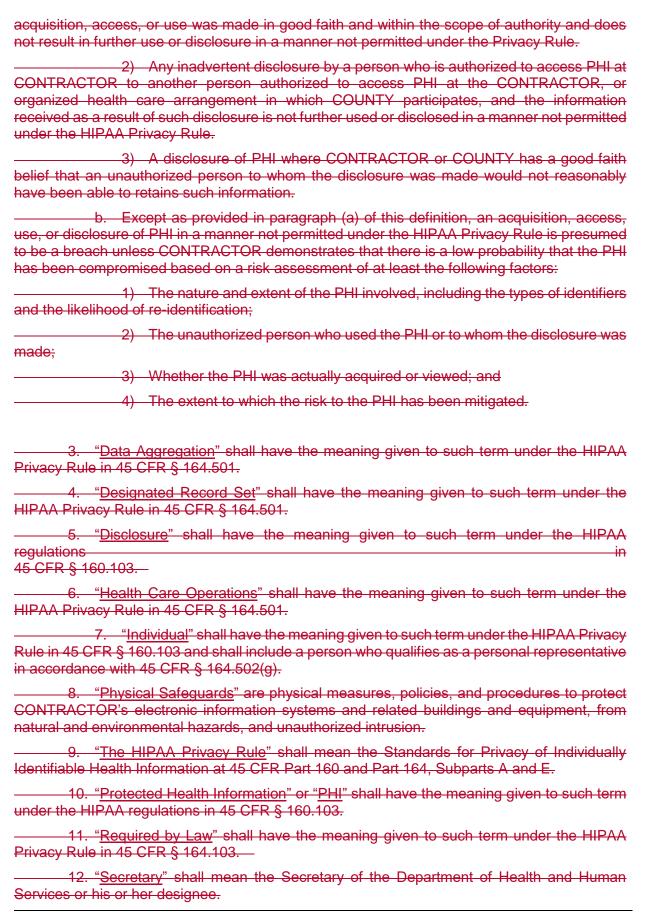
1) Any unintentional acquisition, access, or use of PHI by a workforce

member or person acting under the authority of CONTRACTOR or COUNTY, if such

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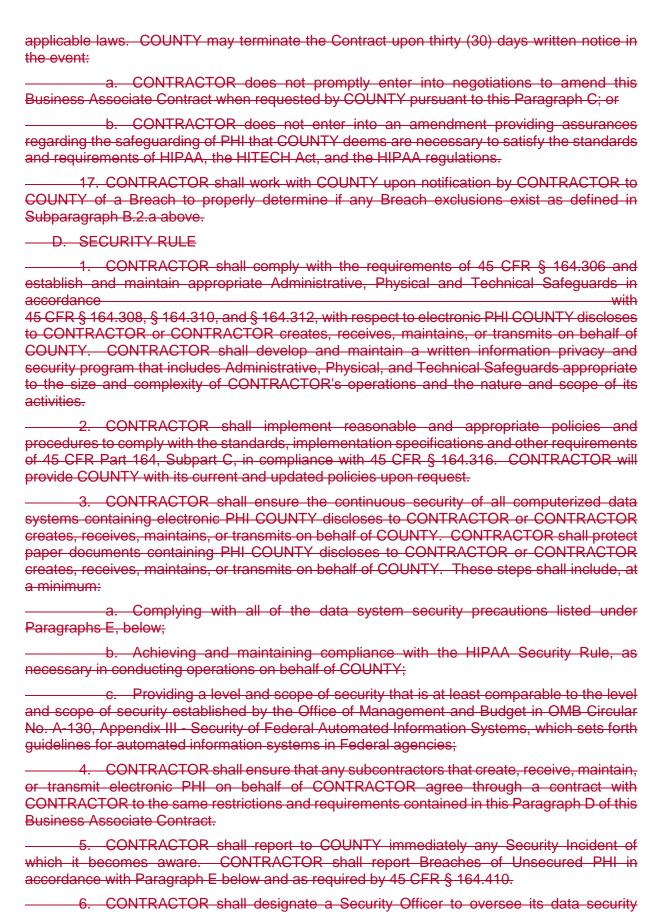
13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", 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: 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. 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. 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.
- 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

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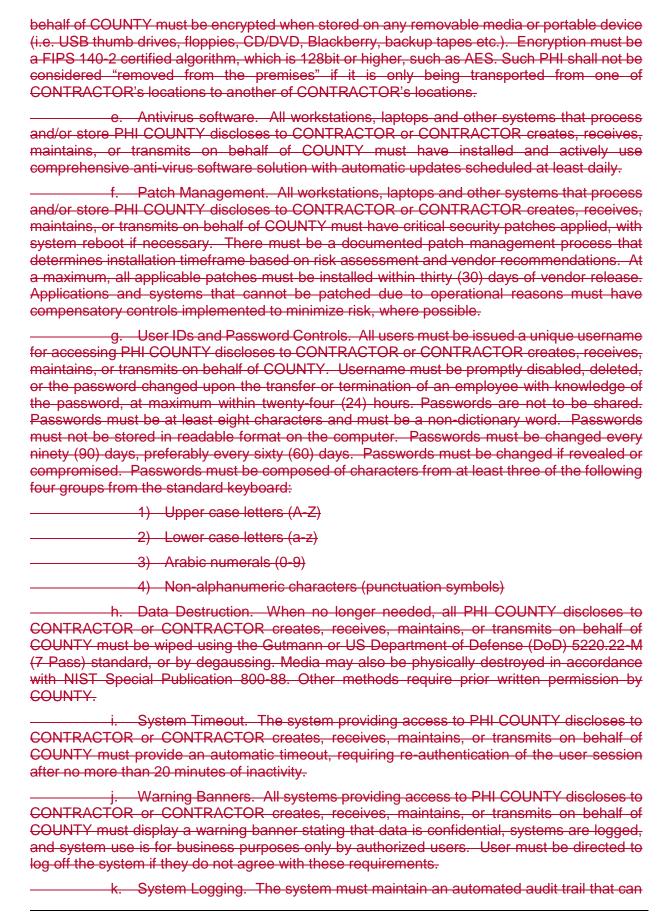
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program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY. E. DATA SECURITY REQUIREMENTS 1. Personal Controls a. Employee Training. All workforce members who assist in 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 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

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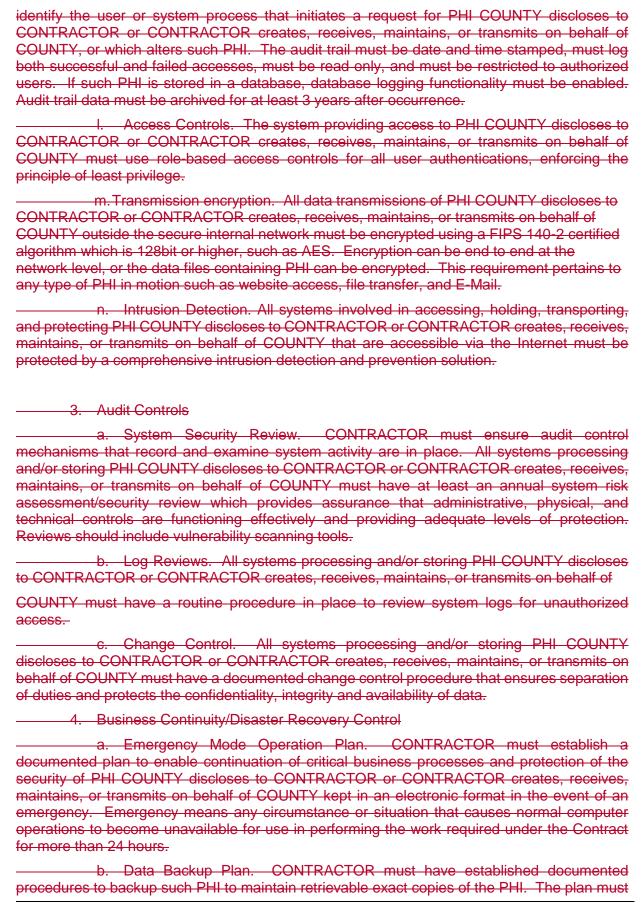
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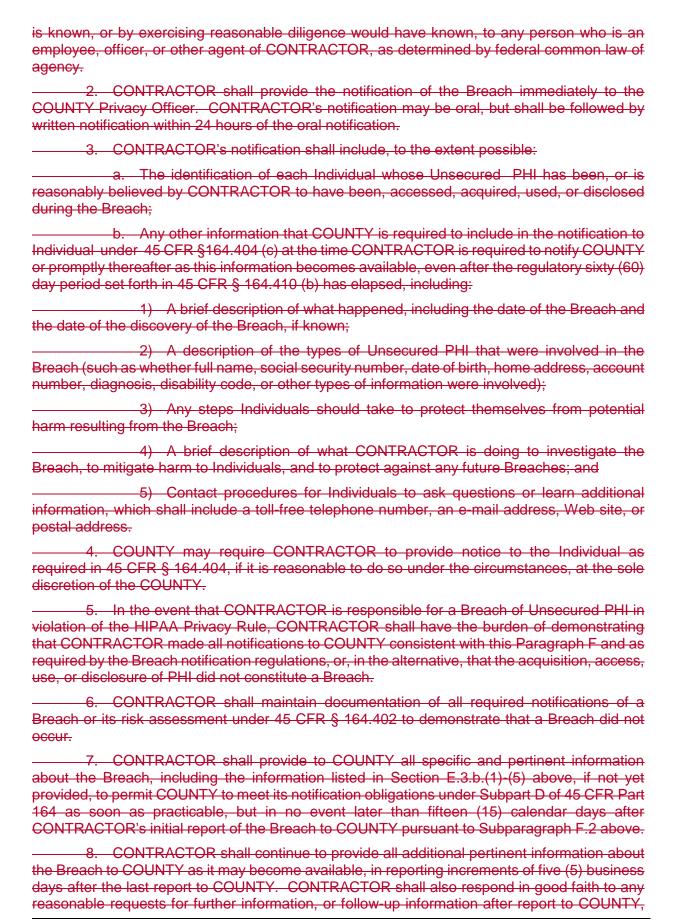


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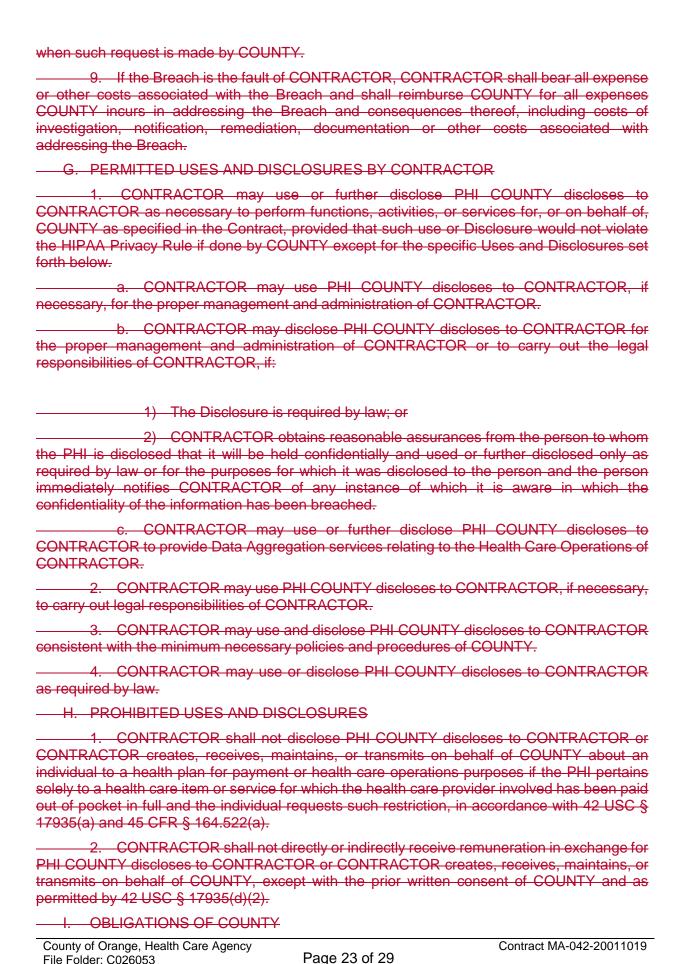
include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity 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 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.

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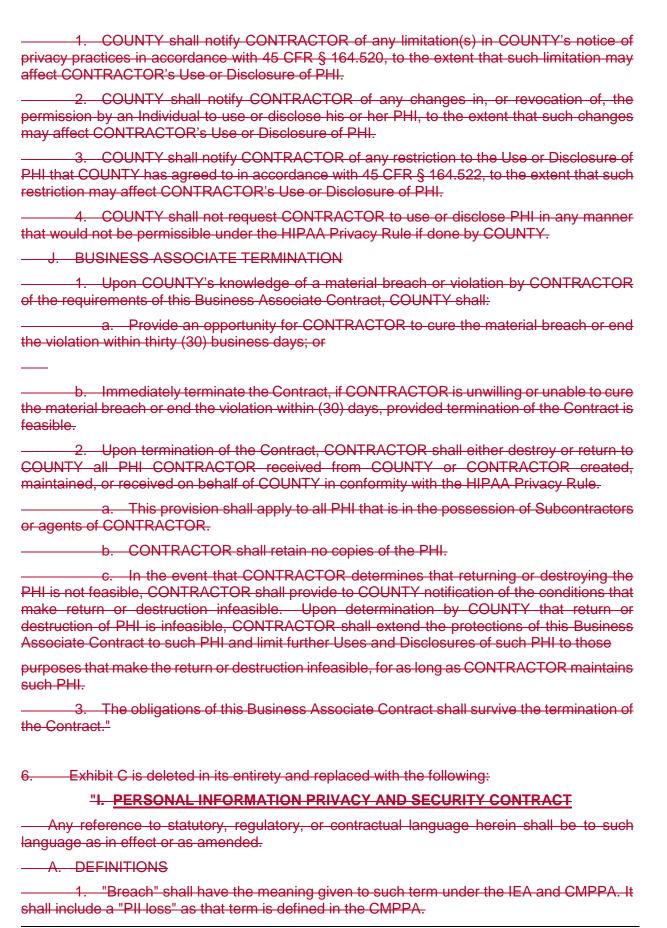
b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach



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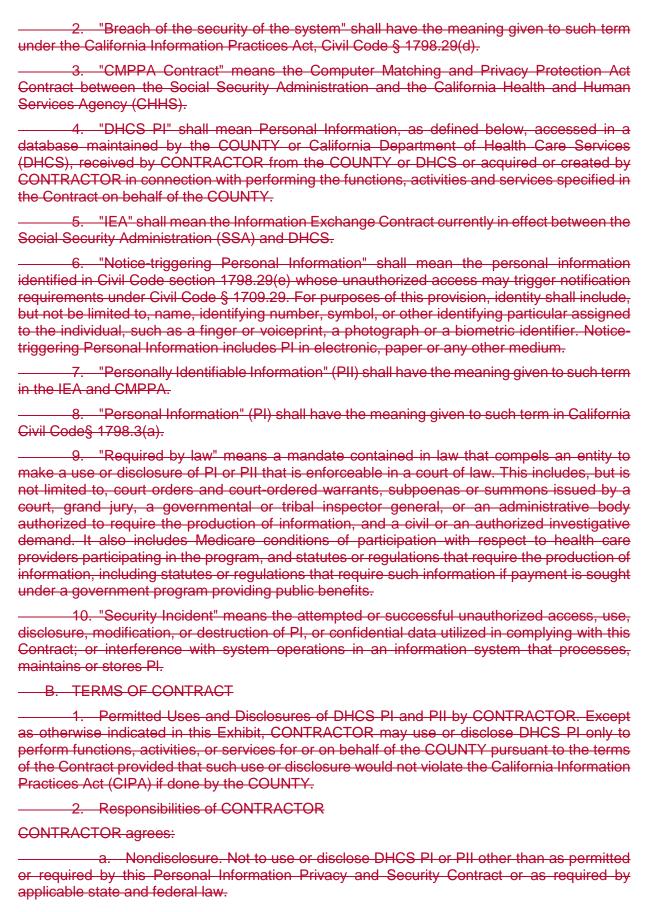
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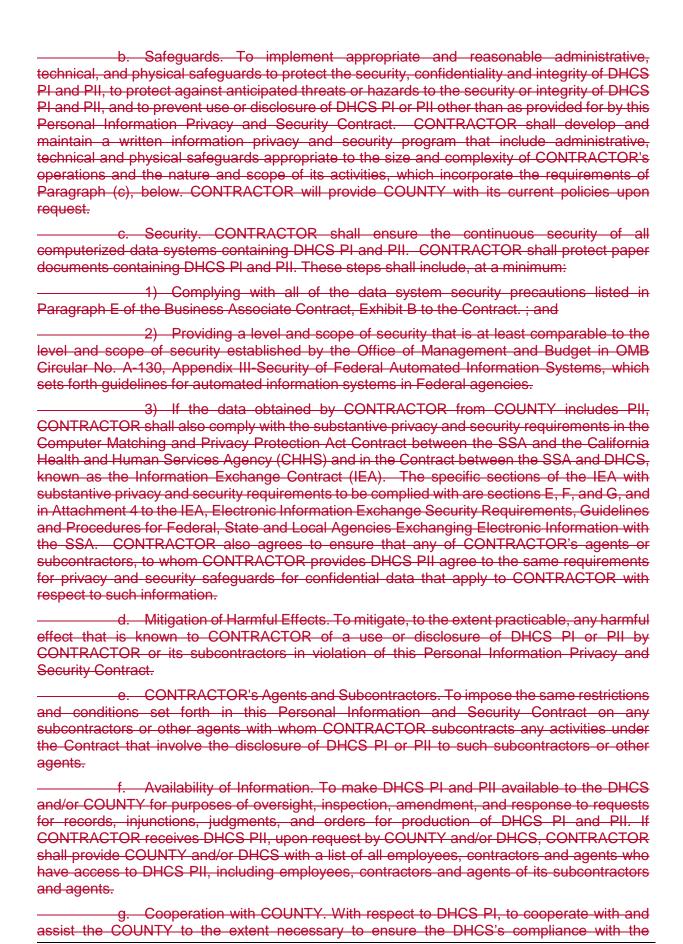
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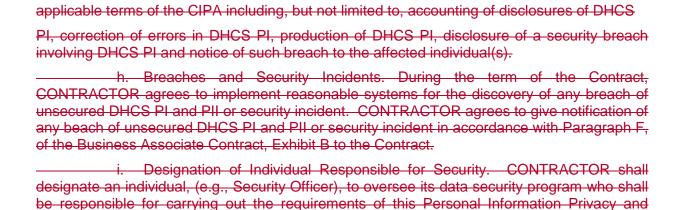
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Security Contract and for communicating on security matters with the COUNTY."

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. 89, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have company Contractor is a corporation, Contractor shafirst signature must be either the Chairman of the 2) the second signature must be that of either the Financial Officer, or any Assistant Treasurer.—In the acceptable when accompanied by a corporate reauthority of the signature to bind the company.	Board, the President, or any Vice President; Secretary, an Assistant Secretary, the Chief re alternative, a single corporate signature is
Contractor: Laguna Beach Community Clinic, Inc	-
Print Name	Title
Signature	Date
County of Orange, a political subdivision of the St Purchasing Agent/Designee Authorized Signature:	
Print Name	Title
Signature	Date
LAGUNA BEACH COMMUNITY CLINIC, INC.	
BY:	DATED:
TITLE:	
BY:	DATED:
TITLE:	

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COUNTY OF ORANGE		
BY:	DATED:	
HEALTH CARE AGENCY		
APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL		
ORANGE COUNTY, CALIFORNIA		
BY:	DATED:	
DEPUTY		

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