



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 4~~ 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~~

~~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

WHEREAS, the Parties now desire to enter into this Amendment No. ~~89~~ to increase the Period Three Aggregate Maximum Obligation by ~~\$85,187 in Health Resources 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:

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 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:	
3,229,282 488,062	

TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$
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9,121,733 380,513"

~~—— 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;~~
- ~~—— 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~~

~~— 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

	\$
Salaries	19,209 18,781
Benefits	\$ 1,456 424

TOTAL CONTRACT COST**\$ 20,665,205"**

~~—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~~

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

CFDA Year:	2020-2023
CFDA No.:	14. 242 <u>241</u>

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)
R&D Award: No

5. 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.~~

~~3. 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,~~

~~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~~

~~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,~~

~~—— 11. influencing or attempting to influence members of Congress and other Federal personnel,~~

~~—— 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 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~~

~~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 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. REFERRAL FOR HEALTHCARE~~

~~1. 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.~~

~~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 ~~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.

	<u>FTE(S)</u>
Referral for Healthcare (Client Advocacy)	
PROGRAM STAFF	
MSW/Registered Nurse	0. 090 <u>088</u>
Registered Nurse	0. 071 <u>069</u>
TOTAL CONTRACT FTE(s)	0.161<u>157</u>

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."~~

5. ~~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 beach of unsecured DHCS PI and PII 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. 89, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

 IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~89~~. 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: Laguna Beach Community Clinic, Inc.~~

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

LAGUNA BEACH COMMUNITY CLINIC, INC.

BY: _____

DATED: _____

TITLE: _____

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY:

DATED:

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY:

DATED:

DEPUTY