

AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES

BETWEEN

COUNTY OF ORANGE

AND

SOUTHLAND INTEGRATED SERVICES, INC.

JULY 1, ~~2018~~ 2019 THROUGH JUNE 30, ~~2019~~ 2020

THIS AGREEMENT entered into this 1st day of July ~~2018~~ 2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and SOUTHLAND INTEGRATED SERVICES, INC., a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency ~~(or an authorized designee ("ADMINISTRATOR").~~

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Integrated Community Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2018~~2019 through June 30, ~~2019~~2020

Maximum Obligation: \$ 1,197,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 16-867-7235

CONTRACTOR TAX ID Number: 95-3403526

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Southland Integrated Services, Inc.
1618 W. First Street
Santa Ana, CA 92703
Contact Name: Tricia Nguyen, Chief Executive Officer
Contact Email: tnguyen@southlandintegrated.org

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I. ACRONYMS

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

A.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
B.	AIDS	Acquired Immune Deficiency Syndrome
C.	ARRA	American Recovery and Reinvestment Act of 2009
D.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E.	ASI	Addiction Severity Index
F.B.	AES	Advanced Encryption Standard
C.	ASRS	Alcohol and Drug Programs Reporting System
G.	BHS	Behavioral Health Services
H.	CalOMS	California Outcomes Measurement System
I.	CalWORKs	California Work Opportunity and Responsibility for Kids
J.	CAP	Corrective Action
D.	BCP	Business Continuity Plan
K.E.	CCC	California Civil Code
F.L.	CCR	California Code of Regulations
M.	CESI	Client Evaluation of Self at Intake
N.	CEST	Client Evaluation of Self and Treatment
O.	CFDA	Catalog of Federal Domestic Assistance
P.G.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
H.	CEO	County Executive Office
I.	CFR	Code of Federal Regulations
Q.J.	CHHS	California Health and Human Services Agency
K.	CHPP	COUNTY HIPAA Policies and Procedures
R.L.	CHS	Correctional Health Services
S.M.	CIPA	California Information Practices Act
N.	CMPPA	Computer Matching and Privacy Protection Act
O.	COI	Certificate of Insurance
T.	CPA	Certified Public Accountant
U.	CSW	Clinical Social Worker
V.P.	D/MC	Drug/Medi-Cal
Q.	DHCS	California Department of Health Care Services
W.	D/MC	Drug/Medi-Cal
X.R.	DoD	US Department of Defense
S.	DPFS	Drug Program Fiscal Systems
Y.T.	DRP	Disaster Recovery Plan
U.	DRS	Designated Record Set

1	Z. EEOC	Equal Employment Opportunity Commission
2	AA.V. E Mail	Electronic Mail
3	W. EHR	Electronic Health Records
4	AB. EOC	Equal Opportunity Clause
5	AC.X. ePHI	Electronic Protected Health Information
6	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
7	AF. FFS	Fee For Service
8	AG. FSP	Full Service Partnership
9	AH. FTE	Full Time Equivalent
10	AI.Y. FIPS	Federal Information Processing Standards
11	Z. GAAP	Generally Accepted Accounting Principles
12	AJ. AA. HCA	<u>County of Orange Health Care Agency</u>
13	AK. AB. HHS	<u>Federal Health and Human Services Agency</u>
14	ACAL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
15		
16	AM. HITECH	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
17		
18	AN. HIV	Human Immunodeficiency Virus
19	AOAD. HSC	California Health and Safety Code
20	AP.AE. ID	Identification
21	AF. IEA	<u>IRIS Integrated Records and Information Exchange Agreement System</u>
22		
23	AQ. ITC	Indigent Trauma Care
24	AR. LCSW	Licensed Clinical Social Worker
25	AS. MAT	Medication Assisted Treatment
26	AT. MFT	Marriage and Family Therapist
27	AU. MH	Mental Health
28	AV.AG. ISO	Insurance Services Office
29	AH. MHP	Mental Health Plan
30	AW. MHS	Mental Health Specialist
31	AX. MHSA	Mental Health Services Act
32	AZ. MSN	Medical Safety Net
33	BA. NIH	AI. NIST National Institute of Standards and Technology <u>Institutes of Health</u>
34	AJ. OCJS	Orange County Jail BB. NPI National Provider Identifier
35		
36	BC. NPPES	National Plan and Provider Enumeration System
37	AK. OCPD	Orange County Probation Department

1	AL BD. OCR	<u>Federal</u> Office for Civil Rights
2	BE. AM. OCSD	Orange County Sheriff's Department
3	AN. OIG	<u>Federal</u> Office of Inspector General
4	BF. AO. OMB	<u>Federal</u> Office of Management and Budget
5	BG. AP. OPM	Federal Office of Personnel Management
6	AQ BH. P&P	<u>Policy and Procedure</u>
7	BI. PA DSS	Payment Application Data Security Standard
8	BJ. PATH	<u>Projects for Assistance in Transition from Homelessness</u>
9	BK. AR. PC	State of California Penal Code
10	BL. AS. PCI DSS	Payment Card Industry Data Security Standard <u>Standards</u>
11	BM. PCS	<u>Post-Release Community Supervision</u>
12	BN. AT. PHI	Protected Health Information
13	BO. AU. PI	Personal Information
14	AV. PII	Personally Identifiable Information
15	BP. AW. PRA	<u>California Public Record</u> Records Act
16	BQ. PSC	<u>Professional Services Contract System</u>
17	BR. SAPTBG	<u>Substance Abuse Prevention and Treatment Block Grant</u>
18	BS. AX. SIR	Self-Insured Retention
19	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health
20		Act, Public Law 111-005
21	BT. SMA	<u>Statewide Maximum Allowable (rate)</u>
22	BU. SOW	<u>Scope of Work</u>
23	BV. SUD	<u>Substance Use Disorder</u>
24	BW. UMDAP	<u>Uniform Method of Determining Ability to Pay</u>
25	BX. UOS	<u>Units of Service</u>
26	BY. AZ. USC	United States Code
27	BA. BZ. WIC	State of California Welfare <u>Women, Infants</u> and Institutions Code <u>Children</u>

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit(s) A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

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

37 //

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

3. If CONTRACTOR does not provide proof of its own ~~Compliance~~ compliance program to ADMINISTRATOR, CONTRACTOR shall ~~acknowledge~~ to internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR ~~shall~~ will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it

1 determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper
 2 compliance.

3 4. If CONTRACTOR elects to have its own ~~Compliance Program, Code of~~
 4 ~~Conduct~~ compliance program, code of conduct and any Compliance related policies and procedures
 5 ~~review~~ reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance
 6 ~~Program~~ program, code of ~~Conduct~~ conduct and all relevant policies and procedures to
 7 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
 8 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
 9 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
 10 ~~CONTRACTOR's~~ contractor's proposed compliance program and code of conduct contain all required
 11 elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program
 12 and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required
 13 elements and CONTRACTOR shall revise its compliance program and code of conduct to meet
 14 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 15 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

16 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer~~ compliance
 17 officer that the CONTRACTOR's compliance program, code of conduct and any
 18 ~~Compliance~~ compliance related policies and procedures contain all required elements, CONTRACTOR
 19 shall ensure that all Covered Individuals relative to this Agreement are made aware of
 20 CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact
 21 information for the ADMINISTRATOR's Compliance Program.

22 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 23 retained to provide services related to this Agreement ~~semi-annually~~ monthly to ensure that they are not
 24 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
 25 the General Services Administration's Excluded Parties List System or System for Award Management,
 26 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
 27 the California Medi-Cal Suspended and Ineligible Provider List, ~~and~~ the Social Security
 28 ~~Administration~~ Administration's Death Master File, and/or any other list or system as identified by ~~the~~
 29 ADMINISTRATOR.

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

1 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
2 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
3 procedures if CONTRACTOR has elected to use its own).

4 2. An Ineligible Person shall be any individual or entity who:

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
6 federal and state health care programs; or

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

10 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
11 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
12 Agreement.

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

19 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
20 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
21 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
22 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
23 Ineligible Person.

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

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

37 //

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

3 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
4 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
5 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
6 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

31 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

11 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
12 participate in the quality improvement activities developed in the implementation of the Quality
13 Management Program.

14 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
15 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
16 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
17 §1810.410.subds.(c)-(d).

18 E. Failure to comply with the obligations stated in this Compliance Paragraph ~~IV~~
19 (~~COMPLIANCE~~) shall constitute a breach of the Agreement on the part of CONTRACTOR and
20 grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of
21 cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default
22 to cure any defaults grounded on this Compliance Paragraph ~~IV~~ (~~COMPLIANCE~~) prior to
23 ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

24
25 **V. CONFIDENTIALITY**

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

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

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VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than ~~sixty (60)~~ forty-five (45) calendar days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with

//

1 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
2 shall be immediately reimbursed to COUNTY.

3 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
4 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
5 shall document that costs are reasonable and allowable and directly or indirectly related to the services
6 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
7 any.

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

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

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

28 D. Unless approved by ADMINISTRATOR, costs that exceed the SMA rates per Medi-Cal Unit of
29 Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

30 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
31 the Budget Paragraph of Exhibit to this Agreement, CONTRACTOR shall specify in the Cost Report
32 the services rendered with such revenues.

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____for the cost report period
6 beginning _____ and ending_____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 IX. DISPUTE RESOLUTION

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

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

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

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

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

34 D. This Agreement has been negotiated and executed in the State of California and shall be
 35 governed by and construed under the laws of the State of California. In the event of any legal action to
 36 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
 37 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit

1 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
 2 Parties specifically agree to waive any and all rights to request that an action be transferred for
 3 adjudication to another county.

4

5 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15

16 **XI. EQUIPMENT**

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

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

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

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

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

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

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

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

19 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

32 **XIII. INDEMNIFICATION AND INSURANCE**

33 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 34 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 35 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 36 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
 37

1 including but not limited to personal injury or property damage, arising from or related to the services,
 2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
 6 request a jury apportionment.

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

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

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

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

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

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

37 //

1 E. If CONTRACTOR fails to maintain insurance ~~as required in this Paragraph XI~~
 2 ~~(INDEMNIFICATION AND INSURANCE)~~ acceptable to the COUNTY for the full term of this
 3 Agreement, ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground~~
 4 ~~for COUNTY to~~ the COUNTY may terminate this Agreement.

5 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles <u>(4 passengers or less)</u>	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

37 //

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees, and agents* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

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

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

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

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

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

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

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

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a

breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

~~M~~N. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are “Claims Made” policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

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

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

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

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

~~P~~S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable ~~COIs~~Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, ~~such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination~~ of this Agreement ~~by~~ may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

RU. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

17 **XIV. INSPECTIONS AND AUDITS**

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

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

33 C. AUDIT RESPONSE

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

1 appropriate corrective action. ~~A plan of corrective action~~ A CAP shall be submitted to
 2 ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from
 3 ADMINISTRATOR.

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

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

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

18 **XV. LICENSES AND LAWS**

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

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

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

34 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
 35 of the award of this Agreement:
 36

37 //

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

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

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

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

12 1. ARRA of 2009.

13 2. Trafficking Victims Protection Act of 2000.

14 ~~3.~~ ~~2.~~ WIC, Division 5, Community Mental Health Services.

15 ~~34.~~ WIC, Division 6, Admissions and Judicial Commitments.

16 ~~45.~~ WIC, Division 7, Mental Institutions.

17 ~~56.~~ HSC, §§1250 et seq., Health Facilities.

18 ~~67.~~ PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

19 ~~78.~~ CCR, Title 9, Rehabilitative and Developmental Services.

20 ~~8.~~ ~~9.~~ CCR, Title 17, Public Health.

21 ~~10.~~ ~~9.~~ CCR, Title 22, Social Security.

22 ~~11.~~ ~~10.~~ CFR, Title 42, Public Health.

23 ~~112.~~ CFR, Title 45, Public Welfare.

24 ~~1213.~~ USC Title 42. Public Health and Welfare.

25 ~~1314.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

26 ~~1415.~~ 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

27 ~~1516.~~ 42 USC §1857, et seq., Clean Air Act.

28 ~~1617.~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

29 ~~1718.~~ 31 USC 7501.70, Federal Single Audit Act of 1984.

30 ~~18. Policies and procedures set forth in Mental Health Services Act.~~

31 19. Policies and procedures set forth in Mental Health Services Act.

32 ~~20.~~ Policies and procedures set forth in DHCS Letters.

33 ~~2021.~~ HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

34 ~~21.~~ ~~22.~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part
35 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
36 Awards.

37 //

1 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

22
23 **XVII. MAXIMUM OBLIGATION**

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

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

29
30 **XVIII. MINIMUM WAGE LAWS**

31 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
32 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
33 federal or California Minimum Wage to all its ~~employees~~ Covered Individuals (as defined within the
34 “Compliance” paragraph of this Agreement) that directly or indirectly provide services pursuant to this
35 Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its
36 ~~contractors or other persons~~ Covered Individuals providing services pursuant to this Agreement ~~on~~

37 //

1 ~~behalf of CONTRACTOR also pay their employees~~ be paid no less than the greater of the federal or
2 California Minimum Wage.

3 B. CONTRACTOR shall comply and verify that its ~~contractors~~ Covered Individuals comply with
4 all other federal and State of California laws for minimum wage, overtime pay, record keeping, and
5 child labor standards pursuant to providing services pursuant to this Agreement.

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

10 XIX. NONDISCRIMINATION

11 A. EMPLOYMENT

12 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals ~~shall not~~
13 ~~unlawfully discriminate against any employee or applicant for employment because of his/her race,~~
14 ~~religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,~~
15 ~~genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual~~
16 ~~orientation, or military and veteran status. Additionally, during~~ (as defined in the term "Compliance"
17 paragraph of this Agreement, ~~CONTRACTOR and its Covered Individuals shall require in its~~
18 ~~subcontracts that subcontractors~~) shall not unlawfully discriminate against any employee or applicant for
19 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
21 gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term
22 of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
23 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
24 because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental
25 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
26 expression, age, sexual orientation, or military and veteran status.

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

31 3. CONTRACTOR shall not discriminate between employees with spouses and employees
32 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
33 the provision of benefits.

34 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
35 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
36 Opportunity Commission setting forth the provisions of the ~~Equal Opportunity clause~~ EOC.
37

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

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

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

- 25 1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
- 26 2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a
 27 different manner or at a different time from that provided to other ~~clients~~ Clients.
- 28 3. Restricting a ~~client~~ Client in any way in the enjoyment of any advantage or privilege
 29 enjoyed by others receiving any service and/or benefit.
- 30 4. Treating a ~~client~~ Client differently from others in satisfying any admission requirement or
 31 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 32 any service and/or benefit.
- 33 5. Assignment of times or places for the provision of services.

34 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
 35 ~~clients~~ Clients through a written statement that CONTRACTOR's and/or subcontractor's ~~clients~~ Clients
 36 may file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
 37 subcontractor, and ADMINISTRATOR ~~or COUNTY's Patient Rights Office~~.

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

5 a. COUNTY shall establish a formal resolution and grievance process in the event
6 informal processes do not yield a resolution.

7 b. Throughout the problem resolution and grievance process, ~~client~~ Client rights shall be
8 maintained, including access to the COUNTY's Patients' Rights Office at any point in the process.
9 Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.

10 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
11 to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~may file an~~
12 appeal has the right to request a State Fair Hearing.

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

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

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

30 **XX. NOTICES**

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

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

36 2. When faxed, transmission confirmed;

37 3. When sent by Email; or

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

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

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

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

13
14 **XXI. NOTIFICATION OF DEATH**

15 A. ~~Upon becoming aware of the death of any person served pursuant to this Agreement,~~
16 ~~CONTRACTOR shall immediately notify ADMINISTRATOR, its,~~

17 ~~— B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain~~
18 ~~the name of the deceased, the date and time of death, the nature and circumstances of the death, and the~~
19 ~~name(s) of CONTRACTOR's officers or, agents, employees with knowledge of the incident.~~

20 ~~and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records~~
21 ~~appropriate to the services provided and in accordance with this~~ 1. TELEPHONE

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

27 1.2. WRITTEN NOTIFICATION

28 ~~— a. NON TERMINAL ILLNESS — CONTRACTOR shall hand deliver, fax, and/or send~~
29 ~~via encrypted email to~~ maintain records that are adequate to substantiate the services for which claims
30 are submitted for reimbursement under this Agreement and the charges thereto. Such records shall
31 include, but not be limited to, individual patient charts and utilization review records.

32 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
33 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
34 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

35 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
36 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature

37 //

1 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare
 2 principles of reimbursement and GAAP.

3 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
 4 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
 5 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
 6 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

12 C. CONTRACTOR's ~~a~~ participant, client, and/or patient records shall be maintained in a secure
 13 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
 14 and implement written record management procedures.

15 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
 16 ~~report within sixteen (16) hours after becoming aware of the death~~ termination of the contract, unless a
 17 longer period is required due to ~~non-terminal illness of any person served pursuant to this~~
 18 ~~Agreement~~ legal proceedings such as litigations and/or settlement of claims.

19 ~~_____ b. TERMINAL ILLNESS _____~~ E. CONTRACTOR shall retain all client and/or patient
 20 medical records for seven (7) years following discharge of the participant, client and/or patient.

21 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
 22 billings, and revenues available at one (1) location within the limits of the County of Orange. If
 23 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
 24 written approval to CONTRACTOR to maintain records in a single location, identified by
 25 CONTRACTOR.

26 G. CONTRACTOR shall notify ADMINISTRATOR ~~by written report hand-delivered, faxed, sent~~
 27 ~~via encrypted email, and/or postmarked and sent via U.S. Mail~~ of any PRA requests related to, or arising
 28 out of, this Agreement, within forty-eight (48) hours ~~of becoming aware of the death due to terminal~~
 29 ~~illness of any person served pursuant to this Agreement.~~ CONTRACTOR shall provide
 30 ADMINISTRATOR all information that is requested by the PRA request.

31 ~~C. If there~~ H. CONTRACTOR shall ensure all HIPAA DRS requirements are ~~any questions~~
 32 ~~regarding~~ met. HIPAA requires that clients, participants and/or patients be provided the ~~cause~~ right to
 33 access or receive a copy of ~~death~~ their DRS and/or request addendum to their records. Title 45 CFR
 34 §164.501, defines DRS as a group of ~~any person served pursuant to~~ records maintained by or for a
 35 covered entity that is:

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

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

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

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

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. ~~who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately~~ CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR ~~in accordance with this Notification of Death Paragraph~~ on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

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

XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

~~C. CONTRACTOR's Client~~ 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain ~~Client~~ participant, client, and/or patient records and must establish and implement written record management procedures.

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

E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, ~~Client~~ participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may

1 provide written approval to CONTRACTOR to maintain records in a single location, identified by
 2 CONTRACTOR.

3 ~~F~~G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
 4 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
 5 all information that is requested by the PRA request.

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

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

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

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

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

18 ~~1. Have documents readily available within twenty-four (24) hours.~~ 1. Have
 19 documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

20 ~~2. Provide auditor or other authorized individuals access to documents via a computer~~
 21 ~~terminal.~~

22 ~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if~~
 23 ~~requested.~~

24 ~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and~~
 25 ~~security of PII and/or PHI.~~ 2. Provide auditor or other authorized individuals access to

26 documents via a computer terminal.

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

29 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 30 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~

31 ~~email or fax,~~ upon the discovery of a Breach of ~~unsecured PHI~~ privacy and/or ~~security of PII and/or PHI~~
 32 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy

33 ADMINISTRATOR on such notifications.

34 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
 35 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
 36 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

37 ~~J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years~~

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

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

XXIV. RESEARCH AND PUBLICATION

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

XXV. SEVERABILITY

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

XXVI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, ~~or~~ interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

1 8. Severance pay for separating employees.
 2 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 3 codes and obtaining all necessary building permits for any associated construction.

4 10. Supplanting current funding for existing services.

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

7 1. Funding travel or training (excluding mileage or parking).
 8 2. Making phone calls outside of the local area unless documented to be directly for the
 9 purpose of ~~elient~~ Client care.

10 3. Payment for grant writing, consultants, certified public accounting, or legal services.

11 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 12 contribute to the quality of services to be provided pursuant to this Agreement.

13 5. Purchasing or improving land, including constructing or permanently improving any
 14 building or facility, except for tenant improvements.

15 6. Providing inpatient hospital services or purchasing major medical equipment.

16 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 17 funds (matching).

18 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 19 CONTRACTOR's ~~elients~~ Clients.

20 **XXVII. STATUS OF CONTRACTOR**

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

33 **XXVIII. TERM**

34
 35 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
 36 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
 37 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided

1 in this Agreement; ~~provided, however,~~ CONTRACTOR shall be obligated to perform such duties as
 2 would normally extend beyond this term, including but not limited to, obligations with respect to
 3 confidentiality, indemnification, audits, reporting, and accounting.

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

7 **XXIX. TERMINATION**

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

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

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

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

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

36 **DE. CONTINGENT FUNDING**

- 37 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

1 a. The continued availability of federal, state and county funds for reimbursement of
2 COUNTY's expenditures, and

3 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
4 approved by the Board of Supervisors.

5 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
6 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
7 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
8 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

9 ~~EF.~~ In the event this Agreement is suspended or terminated prior to the completion of the term as
10 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
11 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
12 reduced term of the Agreement.

13 ~~FG.~~ In the event this Agreement is terminated by either ~~party~~ Party pursuant to Subparagraphs B.,
14 C. or D. above, CONTRACTOR shall do the following:

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

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

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

21 4. If ~~clients~~ Clients are to be transferred to another facility for services, furnish
22 ADMINISTRATOR, upon request, all ~~client~~ Client information and records deemed necessary by
23 ADMINISTRATOR to effect an orderly transfer.

24 5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~ Clients in a manner consistent
25 with ~~client's~~ Client's best interests.

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

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

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

36 9. Provide written notice of termination of services to each ~~client~~ Client being served under
37 this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice

1 of termination of services must also be provided to ~~ADMINSTRATOR~~ADMINISTRATOR within the
2 fifteen (15) ~~calendar~~calendars day period.

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

6 **XXX. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any ~~elient~~Clients provided services pursuant to this
9 Agreement.

11 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 SOUTHLAND INTEGRATED SERVICES, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

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15 COUNTY OF ORANGE

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18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

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29 BY: _____ DATED: _____

30 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES
BETWEEN
COUNTY OF ORANGE
AND

SOUTHLAND INTEGRATED SERVICES, INC.
JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and Evaluation documents into the ADMINISTRATOR's IRIS.

2. Case Management means a process of identification, Assessment of need, planning, coordination and linking, monitoring and continuous Evaluation of Clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Client in the Assessment, determination of need and securing of adequate and appropriate living arrangements.

3. Clinical Social Worker means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

4. Collaboration means a process of participation through which groups, agencies, coalitions, and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

5. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

6. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, as appropriate.

7. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

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1 8. Evaluation means systematic collection, analysis, and use of program information for
2 monitoring, improving programs, assessing Outcomes, planning, and policy-making in relation to this
3 Agreement.

4 9. Family Member means immediate family members (mother, father, brother, sister, son or
5 daughter) of Clients.

6 10. IRIS means Integrated Records Information System and refers to a collection of
7 applications and databases that serve the needs of programs within the COUNTY and includes
8 functionality such as registration and scheduling, laboratory information system, billing and reporting
9 capabilities, compliance with regulatory requirements, electronic medical records and other relevant
10 applications.

11 11. Medical Care Coordinator (MCC) means an individual who provides medical care
12 coordination to Clients in the public mental health system and mental health support such as
13 Engagement, advocacy, and mentoring services either in individual or group setting.

14 12. Mental Health Field means a business or service providing mental health Outreach,
15 Assessment or treatment services to mental health Clients, or providing housing, educational,
16 counseling, employment, recreational or social services to mental health Clients.

17 13. Mental Health Services means interventions designed to provide the maximum reduction of
18 mental disability and restoration or maintenance of functioning consistent with the requirements for
19 learning, development and enhanced self-sufficiency. Services shall include:

20 a. Assessment means a service activity, which may include a clinical analysis of the
21 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural
22 issues and history, Diagnosis and the use of testing procedures.

23 b. Collateral means a significant support person in a beneficiary's life and is used to
24 define services provided to them with the intent of improving or maintaining the mental health status of
25 the Client. The beneficiary may or may not be present for this service activity.

26 c. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
27 behalf of a Client for a condition which requires more timely response than a regularly scheduled visit.
28 Service activities may include, but are not limited to, Assessment, Collateral and Therapy.

29 d. Medication Support Services means those services provided by a licensed physician,
30 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
31 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
32 symptoms of mental illness. These services also include Evaluation and documentation of the clinical
33 justification and effectiveness for use of the medication, dosage, side effects, compliance and response
34 to medication, as well as obtaining informed consent, providing medication education and plan
35 development related to the delivery of the service and/or Assessment of the beneficiary.

36 e. Rehabilitation Service means an activity which includes assistance in improving,
37 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and

1 | leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
2 | medication education.

3 | f. Case Management means services that assist a beneficiary to access needed medical,
4 | educational, social, prevocational, vocational, rehabilitative, or other community services. The service
5 | activities may include, but are not limited to, communication, coordination and Referral; monitoring
6 | service delivery to ensure beneficiary access to service and the service delivery system; monitoring of
7 | the beneficiary's progress; and plan development.

8 | g. Therapy means a service activity which is a therapeutic intervention that focuses
9 | primarily on symptom reduction as a means to improve functional impairments. Therapy may be
10 | delivered to an individual or group of beneficiaries which may include family Therapy in which the
11 | beneficiary is present.

12 | 14. MHSA means the law that provides funding for expanded community Mental Health
13 | Services. It is also known as "Proposition 63."

14 | 15. Mental Health Worker (MHW) means an individual that assists in planning, developing and
15 | evaluating mental health services for Clients; provides liaison between Clients and service providers;
16 | and has obtained a Bachelor's degree in a Mental Health Field or has a high school diploma and two (2)
17 | years of experience delivering services in a Mental Health Field.

18 | 16. NPI means the standard unique health identifier that was adopted by the Secretary of Health
19 | and Human Services under HIPAA of 1996 for health care providers. All HIPAA covered healthcare
20 | providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA
21 | standard transactions. The NPI is assigned for life.

22 | 17. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
23 | made by or on behalf of the health plan or health care provider as set forth in HIPAA.

24 | 18. Outcome means measurable change that occurs as a result of a project's overall
25 | performance in implementing its services. Outcomes are often separated out as to their expected effect
26 | along a time continuum, as immediate, intermediate and long-term Outcomes.

27 | 19. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
28 | Services and may include activities that involve educating the community about the services offered and
29 | requirements for participation in the programs. Such activities should result in the CONTRACTOR
30 | developing their own Client Referral sources for the programs they offer.

31 | 20. Participant means an individual, referred by ADMINSTRATOR or enrolled in
32 | CONTRACTOR's program for services under this Agreement, who meets Title 9, CCR criteria for
33 | Mental Health Services.

34 | a. Client or Consumer means individual, referred by COUNTY or enrolled in
35 | CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

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1 21. Paraprofessional means a title given to persons, in various occupational fields, such as
2 education, healthcare, or Mental Health Field under this Agreement, who are trained to assist other
3 clinicians/professional but are not licensed or in the licensing process at a professional level.

4 22. PHI means individually identifiable health information usually transmitted by electronic
5 media, maintained in any medium as defined in the regulations or for an entity such as a health plan,
6 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
7 to the past, present, or future physical or mental health or condition of an individual, provision of health
8 care to an individual, or the past, present, or future payment for health care provided to an individual.

9 23. Referral means providing the effective linkage of a Client to another service, when indicated;
10 with follow-up to be provided within five (5) working days to assure that the Client has made contact
11 with the referred service.

12 24. Registry means a database that serves the needs of the program within HCA and includes
13 information related to Client measures such as registration, laboratory information, assessment measures,
14 core medical measures, referrals and linkages and other relevant applications.

15 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

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II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COST		
Indirect Costs	108,818	\$ 107,615
SUBTOTAL ADMINISTRATIVE COST	108,818	<u>\$ 107,615</u>
PROGRAM COST		
Salaries	614,640	\$ 621,920
Benefits	104,489	118,165
Services and Supplies	189,053	189,300
Subcontractor	180,000	160,000
SUBTOTAL PROGRAM COST	1,088,182	<u>\$1,089,385</u>
TOTAL GROSS COST	1,197,000	<u>\$1,197,000</u>
REVENUE		
MHSA	1,197,000	1,197,000
TOTAL REVENUE	1,197,000	<u>\$1,197,000</u>
TOTAL MAXIMUM OBLIGATION	1,197,000	<u>\$1,197,000</u>

B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its Clients, 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 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including

1 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 2 be made in accordance with GAAP and Medicare regulations. The Clients' eligibility determination and
 3 fee charged to and collected from Clients, together with a record of all invoices rendered and revenues
 4 received from any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in
 5 CONTRACTOR's financial records.

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

8 9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 11 \$99,750 per month. All payments are interim payments only, and subject to final settlement in
 12 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
 13 reimbursed for the actual cost of providing the services, which may include Indirect Administrative
 14 Costs, as identified in the Budget Paragraph of this Exhibit A to the Agreement; provided, however, the
 15 total of such payments does not exceed the Maximum Obligation as stated in the Referenced Contract
 16 Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to
 17 COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
 18 supplemental invoices for any month for which the provisional amount specified above has not been
 19 fully paid.

20 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
 21 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
 22 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 23 CONTRACTOR as specified in Subparagraphs III.A.2. and III.A.3., below.

24 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 25 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
 26 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
 27 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
 28 incurred by CONTRACTOR.

29 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 30 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
 31 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
 32 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
 33 the year-to-date actual cost incurred by CONTRACTOR.

34 B. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and
 35 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
 36 calendar day of the month. Invoices received after the due date may not be paid within the same month.

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1 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
2 after receipt of the correctly completed invoice.

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

6 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
7 with any provision of the Agreement.

8 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
9 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
10 specifically agreed upon in a subsequent Agreement.

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

13 **IV. PATIENT'S RIGHTS**

14 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
15 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in
16 locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold
17 languages and envelopes readily accessible to Clients to take without having to request it on the unit.

18 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
19 internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have
20 access.

21 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
22 rights, and/or utilization management guidelines and procedures. The patient has the right to utilize
23 either or both grievance process simultaneously in order to resolve their dissatisfaction.

24 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
25 statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
26 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
27 which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights
28 Office.

29 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
30 CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX
31 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
32 grievance, and attempt to resolve the matter.

33 D. No provision of this Agreement shall be construed as to replacing or conflicting with the duties
34 of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

35 E. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the
36 Patient's Rights Paragraph of this Exhibit A to the Agreement.
37

V. QUALITY IMPROVEMENT

A. CONTRACTOR shall monitor the services provided by CONTRACTOR and the care provided by ICS staff. This includes but is not limited to satisfaction surveys, grievances and appeals, quality of care and timeliness of accessing services.

Performance Outcome Measures

B. CONTRACTOR shall monitor and track in the ICS Registry both mental health and physical health markers to assess program impact. CONTRACTOR shall document and track the reduction in these measures which include but are not limited to physical health measures (weight, blood pressure (BP), body mass index (BMI), blood work to measure cholesterol and blood sugar levels. and mental health functioning for ICS Clients.

1. Objective 1: CONTRACTOR shall administer, track, evaluate all Clients using the Patient Health Questionnaire (PHQ-9) used to measure depressive symptom severity. For those Clients who initially score in the severe range fifteen to twenty-one (15-21), those Clients will report a twenty-five percent (25%) reduction in symptoms within the first year of receiving services or at discharge from the ICS program.

2. Objective 2: CONTRACTOR shall administer, track, and evaluate all Clients using the General Anxiety Disorder (GAD-7) scale used to measure anxiety symptom severity. For those Clients who initially score in the severe range fifteen to twenty-one (15-21), a twenty-five (25%) reduction in symptoms will occur at 1 year or at discharge from the ICS program.

VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR no later than the twenty (20) calendar days following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.

1 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
 2 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
 3 the Monthly Expenditure and Revenue Reports.

4 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 5 These reports shall contain required information, and be on a form acceptable to, or provided by,
 6 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
 7 following the end of the month being reported. CONTRACTOR must request in writing any extensions
 8 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
 9 total extension will not exceed more than five (5) calendar days.

10 D. PROGRAMMATIC

11 1. Throughout the term of the Agreement, CONTRACTOR shall submit monthly
 12 programmatic reports to ADMINISTRATOR, which shall be submitted to ADMINISTRATOR no later
 13 than twenty (20) calendar days following the end of the month being reported. Programmatic reports
 14 shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 15 CONTRACTOR's progress in implementing the provisions of the Agreement, and any pertinent facts or
 16 interim findings, staff changes, status of licenses and/or certifications, units of service, changes in
 17 population served and reasons for any such changes.

18 2. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their
 19 monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
 20 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being
 21 taken to achieve satisfactory progress.

22 3. CONTRACTOR shall enter required Client information in the ADMINISTRATOR
 23 provided spreadsheet/database and/or Registry weekly. All required information shall be current at the
 24 end of each quarter for reporting purposes.

25 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make
 26 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
 27 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information
 28 requested and allow twenty (20) calendar days for CONTRACTOR to respond.

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

31 VII. SERVICES

32 A. FACILITY

33 1. CONTRACTOR shall maintain one (1) facility for the provision of services described
 34 herein at the following location, or any other location approved, in advance, in writing, by
 35 ADMINISTRATOR:
 36

37 //

9862 Chapman Avenue
Garden Grove, CA 92841

2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide services during evening hours, on weekdays, and on weekends, when necessary, in order to accommodate Clients.

3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in advance and in writing by ADMINSTRATOR.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide services to transitional age youth, adults, and older adults who are identified as having mild to severe behavioral health disorders and are currently receiving services either in community medical settings or in ADMINISTRATOR Behavioral Health System of Care. These individuals ~~must also~~ may be uninsured or receiving Medi-Cal, Medicare, or other third-party benefits, or are eligible to receive those benefits.”

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall train consumers/partners to provide medical care coordination to Clients in the Behavioral Health System of Care and provide supports such as, engagement, advocacy, and mentoring services to Clients with mental illness in the primary care setting.

2. CONTRACTOR shall provide a flexible model to support the goal of Client integration into ~~society~~ the community with the aim of increasing access and use of both medical services and behavioral health services to unserved and underserved Clients.

3. CONTRACTOR shall provide services to transitional age youth (ages eighteen [18] to twenty-five [25]), adults (ages twenty-six [26] to fifty-nine [59]), and older adults (ages over sixty [60+]).

4. CONTRACTOR shall provide integrated physical and behavioral health services for up to six hundred (600) Clients per year.

5. CONTRACTOR shall ensure that the ADMINISTRATOR mental health team has every opportunity to be fully integrated in the existing primary care team in the community clinics which will include, but is not limited to, one-on-one consultations, clinic treatment team meetings, Client case planning, and other services and as needed.

6. CONTRACTOR shall provide a mental health team that consists of trained Mental Health Workers/Paraprofessionals to engage individuals who are identified as having mild to severe mental health illnesses into care, and also provide mentorship to these individuals and their families.

7. CONTRACTOR shall provide existing primary medical care/community clinic sites staff with the training on basic behavioral health interviewing and screening tools used to assess prospective Clients for a broad range of disorders, treatment programs and appropriate referrals.

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1 8. CONTRACTOR shall provide psychoeducational support groups and/or on one on one
 2 health education on topics such as nutrition, diet, chronic diseases, depression, anxiety, exercise and
 3 other physical and mental health care subjects for up to one hundred (100) Clients per year.

4 9. CONTRACTOR shall provide existing primary medical care/community clinic sites' staff
 5 (and its subcontract staff) with the training on basic behavioral health interviewing and screening tools
 6 used to assess prospective Clients for a broad range of disorders, treatment programs and appropriate
 7 Referrals.

8 D. CONTRACTOR shall provide services pursuant to the Agreement in a manner that is culturally
 9 and linguistically appropriate for the population(s) served.

10 E. CONTRACTOR shall maintain documentation of such efforts which may include, but not be
 11 limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and
 12 hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of
 13 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

14 F. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 15 P&Ps as they pertain to the services provided in the Agreement. CONTRACTOR shall provide
 16 signature confirmation of the P&P training for each staff member and place in their personnel files.

17 G. CONTRACTOR shall attend monthly ADMINISTRATOR staff meetings to discuss contractual
 18 issues that include, but are not limited to compliance with P&Ps, statistics and trainings.

19 H. CONTRACTOR shall be prepared to present and discuss the programmatic metrics at the
 20 monthly meetings with ADMINISTRATOR to include an analysis of data and findings and whether or
 21 not CONTRACTOR is progressing satisfactorily and if not, what steps are being taken to achieve
 22 satisfactory progress.

23 I. CONTRACTOR shall submit, to ADMINISTRATOR, all forms to be entered into IRIS
 24 including, but not limited to, encounter documents, Client information forms, and discharge forms to
 25 ADMINISTRATOR within one week of completion of the service.

26 J. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
 27 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
 28 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a
 29 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
 30 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
 31 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by
 32 ADMINISTRATOR.

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

1 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
 2 conduct research activity on COUNTY Clients without obtaining prior written authorization from
 3 ADMINISTRATOR.

4 M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
 5 welfare of Clients, including but not limited to serious physical harm to self or others, serious
 6 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
 7 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
 8 incident.

9 N. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
 10 Tokens for appropriate individual staff to access ADMINISTRATOR’S network at no cost to the
 11 CONTRACTOR.

12 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
 13 a unique password. Tokens and passwords will not be shared with anyone.

14 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
 15 member to whom each is assigned.

16 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
 17 Token for each staff member assigned a Token.

18 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
 19 conditions:

20 a. Token of each staff member who no longer supports the Agreement;

21 b. Token of each staff member who no longer requires access to ADMINISTRATOR’S

22 NETWORK;

23 c. Token of each staff member who leaves employment of CONTRACTOR; or

24 d. Token is malfunctioning.

25 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’S staff members who require
 26 access to ADMINISTRATOR’S NETWORK upon initial training or as a replacement for
 27 malfunctioning Tokens.

28 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
 29 acts of negligence.

30 O. CONTRACTOR shall provide effective administrative management of the budget, staffing,
 31 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to
 32 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and
 33 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,
 34 the following:

35 1. Designate the responsible position(s) in your organization for managing the funds allocated
 36 to this program;

37 2. Maximize the use of the allocated funds;

- 1 3. Ensure timely and accurate reporting of monthly expenditures;
- 2 4. Maintain appropriate staffing levels;
- 3 5. Request budget and/or staffing modifications to the Agreement;
- 4 6. Effectively communicate and monitor the program for its success;
- 5 7. Track and report expenditures electronically;
- 6 8. Maintain electronic and telephone communication between CONTRACTOR and
- 7 ADMINISTRATOR; and
- 8 9. Act quickly to identify and solve problems.

9 P. LOANED EQUIPMENT

10 1. COUNTY has loaned CONTRACTOR Equipment (“Loaned Equipment”). Title to these
 11 items remains vested in COUNTY. Such Loaned Equipment shall be properly maintained by
 12 CONTRACTOR.

13 2. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 14 inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon
 15 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to
 16 COUNTY.

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

21 4. CONTRACTOR agrees to implement, support, and maintain security controls on Loaned
 22 Equipment to ensure compliance with Title 45, CFR Parts 160, 162, and 164 of the HIPAA Privacy and
 23 Security Rules.

24 5. Unless this Agreement is followed without interruption by another agreement between the
 25 parties for substantially the same type and scope of services, at the termination of this Agreement for
 26 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
 27 through this Agreement, or provided by COUNTY.

28 Q. DATA COLLECTION AND REPORTING

29 1. CONTRACTOR shall provide support to the Adult and Older Adult Performance Outcome
 30 Department (APOD) to complete the required Outcome reports as requested by Administrator.
 31 Outcomes such as number of Clients identified as needing Mental Health Services/physical health
 32 services; number of Clients referred and connected to mental health team/physical health team; number
 33 of Clients referred by CONTRACTOR to ADMINISTRATOR’s Behavioral Health System of Care if
 34 criteria is met.

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

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VIII. STAFFING

A. CONTRACTOR shall, at minimum, provide the following staffing, expressed in FTEs, continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours per week:

PROGRAM	FTE	FTE
Program Manager	1.00	<u>1.00</u>
Medical Care Coordinator	4.00	<u>4.00</u>
Mental Health Worker	3.00	<u>3.00</u>
Primary Care Physician	1.00	<u>1.00</u>
Registered Nurse	1.00	<u>1.00</u>
Outreach Specialist	1.00	<u>1.00</u>
Data Specialist	-1.50	<u>1.50</u>
SUBTOTAL PROGRAM FTEs	12.50	<u>12.50</u>
SUBCONTRACTORS		
Mental Health Worker	1.00	<u>1.00</u>
Registered Nurse	-1.00	<u>1.00</u>
SUBTOTAL SUBCONTRACTOR FTEs	-2.00	<u>2.00</u>
TOTAL FTEs	13.75	<u>14.50</u>

B. CONTRACTOR shall provide a primary care team that consists of, but not limited to, a California licensed Primary Care Physician, Registered Nurses, and MCCs.

1. CONTRACTOR shall employ a California licensed Primary Care Physician to provide basic health care to Clients enrolled at selected ADMINISTRATOR BHS outpatient clinics.

2. CONTRACTOR shall employ Registered Nurses to provide nursing assessment and care to Clients enrolled at selected ADMINISTRATOR BHS outpatient clinics.

3. CONTRACTOR shall employ consumer MHWs as MCCs, including but not limited to, those who have successfully graduated from the MHSA funded consumer Paraprofessional certificate training program. These MCCs will be providing medical care coordination to Clients in the public mental health system and mental health support services such as Engagement, advocacy, and mentoring either in individual or group setting at selected ADMINISTRATOR BHS outpatient clinics.

4. CONTRACTOR shall provide a mental health team that consists of trained ~~MHWPs~~ MHW to engage individuals who are identified as having mild to severe mental health illnesses into care, and also provide mentorship to these individuals and their families.

1 5. CONTRACTOR shall provide behavioral health care at primary medical care community
2 clinics and employ trained ~~MHWP~~MHW who are supervised by licensed mental health staff.

3 6. CONTRACTOR shall employ consumer MHWs with a preference towards those who have
4 successfully graduated from a consumer Paraprofessional certificate training program.

5 7. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
6 written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for
7 supervision of each student intern as required by the state licensing board and/or school program
8 descriptions or work contracts.

9 8. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
10 but not be limited to, an application for employment, qualifications for the position, results of
11 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
12 capabilities, status as a Client, former Client or Family Member, pay rate, training, and evaluations
13 justifying pay increases.

14 9. CONTRACTOR shall recruit and hire culturally and linguistically appropriate staff to meet
15 the needs of threshold languages as determined by ADMINISTRATOR. Bilingual/bicultural staff will
16 be retained.

17 10. Salary savings resulting from vacant positions may not be used to cover costs other than
18 salaries and employee benefits unless otherwise authorized in writing, in advance, by
19 ADMINISTRATOR.

20 11. CONTRACTOR shall recruit, hire, train and maintain staff providing services pursuant to
21 the Agreement who are qualified for the position(s) sought. These individuals shall not be currently
22 receiving services directly from CONTRACTOR. CONTRACTOR shall maintain documentation
23 which shall include, but not be limited to, the following: records attesting to efforts made in recruitment
24 and hiring practices, and identification of measures taken to enhance accessibility for potential staff in
25 these categories.

26 12. All positions are required to maintain a log delineating hours worked and allocated to each
27 program of CONTRACTOR.

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES
BETWEEN
COUNTY OF ORANGE

AND
SOUTHLAND INTEGRATED SERVICES, INC.
JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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- 1 3. CONTRACTOR's notification shall include, to the extent possible:
- 2 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
- 3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 4 b. Any other information that COUNTY is required to include in the notification to
- 5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
- 6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
- 7 period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 8 1) A brief description of what happened, including the date of the Breach and the date
- 9 of the discovery of the Breach, if known;
- 10 2) A description of the types of Unsecured PHI that were involved in the Breach (such
- 11 as whether full name, social security number, date of birth, home address, account number, diagnosis,
- 12 disability code, or other types of information were involved);
- 13 3) Any steps Individuals should take to protect themselves from potential harm
- 14 resulting from the Breach;
- 15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
- 16 mitigate harm to Individuals, and to protect against any future Breaches; and
- 17 5) Contact procedures for Individuals to ask questions or learn additional information,
- 18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
- 20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
- 21 COUNTY.
- 22 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 24 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as
- 25 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
- 26 disclosure of PHI did not constitute a Breach.
- 27 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
- 28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 29 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
- 32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
- 33 the Breach to COUNTY pursuant to Subparagraph F.2. above.
- 34 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
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1 requests for further information, or follow-up information after report to COUNTY, when such request
2 is made by COUNTY.

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

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

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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1 3. The obligations of this Business Associate Contract shall survive the termination of the
2 Agreement.
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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES
BETWEEN
COUNTY OF ORANGE
AND

SOUTHLAND INTEGRATED SERVICES, INC.
JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

5. "IEA" shall mean the IEA currently in effect between SSA and DHCS.

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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