

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts	7
IV. Compliance.....	7
V. Confidentiality.....	10
VI. Cost Report.....	11
VII. Delegation, Assignment and Subcontracts	13
VIII. Employee Eligibility Verification	14
IX. Equipment	14
X. Facilities, Payments and Services	15
XI. Indemnification and Insurance.....	16
XII. Inspections and Audits	19
XIII. Licenses and Laws.....	20
XIV. Literature, Advertisements, and Social Media	21
XV. Maximum Obligation.....	22
XVI. Nondiscrimination.....	22
XVII. Notices	24
XVIII. Notification of Death.....	25
XIX. Notification Of Public Events And Meetings.....	25
XX. Records Management and Maintenance.....	26
XXI. Research and Publication	27
XXII. Revenue	27
XXIII. Right to Work and Minimum Wage Laws	28
XXIV. Severability.....	28
XXV. Special Provisions	29
XXVI. Status of Contractor.....	30
XXVII. Term	30
XXVIII. Termination	30
XXIX. Third Party Beneficiary	32
XXX. Waiver of Default or Breach.....	32
Signature Page	33

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT A

PAGE

I. <u>Common Terms and Definitions</u>	1
II. Budget.....	6
III. Payments.....	7
IV. Services.....	8
V. Staffing	12
VI. Reports.....	13
VII. Responsibilities	12

EXHIBIT B

I. Business Associate Contract	1
--------------------------------------	---

EXHIBIT C

I. Personal Information Privacy and Security Contract	1
---	---

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Term: July 1, ~~2013~~2014 through June 30, ~~2014~~2015

Maximum Obligation: \$200,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Central City Community Health Center, Inc.
5230 E. Beverly Blvd.
Los Angeles, CA 90022
Contact Name: Gilbert Varela, Chief Executive Officer
Contact Email: gvarela@centralcityhealth.org

//
//
//
//
//
//
//
//
//
//
//

I. ACRONYMS

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

1									
2									
3									
4									
5	A.	ARRA	American Recovery and Reinvestment Act						
6	B.	BHS	Behavioral Health Services						
7	B.	AES	Advanced Encryption Standard						
8	C.	ASRS	Alcohol and Drug Programs Reporting System						
9	D.	BCP	Business Continuity Plan						
10	E.	CCC	California Civil Code						
11	F.	D. CCR	California Code of Regulations						
12	G.	CD/DVD	Compact Disc/Digital Video or Versatile Disc						
13	H.	E. CEO	County Executive Office						
14	I.	F. CFR	Code of Federal Regulations						
15	G. J.	CHHS	California Health and Human Services Agency						
16	K.	CHPP	COUNTY HIPAA Policies and Procedures						
17	L.	CHS	Correctional Health Services						
18	M.	CIPA	California Information Practices Act						
19	N.	CMPPA	Computer Matching and Privacy Protection Act						
20	O.	H. COI	Certificate of Insurance						
21	I. P.	D/MC	Drug/Medi-Cal						
22	Q.	DHCS	Department of Health Care Services						
23	R.	DoD	US Department of Defense						
24	S.	DPFS	Drug Program Fiscal Systems						
25	T.	DRP	Disaster Recovery Plan						
26	U.	J. DRS	Designated Record Set						
27	K.	DSH	Direct Service Hours						
28	V.	E-Mail	Electronic Mail						
29	W.	EHR	Electronic Health Records						
30	X.	ePHI	Electronic Protected Health Information						
31	Y.	FIPS	Federal Information Processing Standards						
32	Z. L.	DSM	Diagnostic and Statistical Manual of Mental Disorders						
33	M.	GAAP	Generally Accepted Accounting Principles						
34	AA.	N. HCA	Health Care Agency						
35	O.	AB.HHS	Health and Human Services						
36	AC.	HIPAA	Health Insurance Portability and Accountability Act of 1996,						
37									

Public Law 104-191

1			
2	AD.	P. HSC	California Health and Safety Code
3	Q.	AE. ID	Identification
4	AF.	IEA	Information Exchange Agreement
5	AG.	ISO	Insurance Services Office
6	AH.	R. IRIS	Integrated Records and Information System
7	S.	MCC	Medical Care Coordinators
8	T.	MHP	Mental Health Plan
9	AI.	NIST	U. MHSA
10	V.	MHW	Mental Health Worker
11	W.	MHWP	Mental Health Worker Paraprofessional
12	X.	MSI	Medical Services for Indigents
13	Y.	NPI	National Provider Identifier
14	Z.	NPP	Notice Institute of Privacy Practices Standards and Technology
15	AJ.	OCJS	Orange County Jail System
16	AK.	OCPD	Orange County Probation Department
17	AL.	OCR	Office for Civil Rights
18	AM.	OCSD	Orange County Sheriff's Department
19	AN.	OIG	Office of Inspector General
20	AO.	AA.	OMB
21	AP.	AB. OPM	Federal Office of Personnel Management
22	AC.	P&P	Policies and Procedures
23	AQ.	PA DSS	Payment Application Data Security Standard
24	AR.	AD.	PC
25	AS.	PCI DSS	Payment Card Industry Data Security Standard
26	AT.	AE. PHI	Protected Health Information
27	AU.	PI	Personal Information
28	AV.	AF. PII	Personally Identifiable Information
29	AW.	AG.	PRA
30	AX.	AH.	PSC
31	AI.	SIR	Self-Insured Retention
32	AY.	The HITECH	The Health Information Technology for Economic and Clinical Health Act,
33		Act	Public Law 111-005
34	AZ.	AJ.	UMDAP
35	AK.	USC	United States Code
36	AL BA.	WIC	State of California Welfare and Institutions Code
37			

1 **II. ALTERATION OF TERMS**

2 A. This Agreement, together with ~~Exhibit A~~ Exhibits A, B, and C attached hereto and incorporated
3 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
4 subject matter of this Agreement.

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

9
10 **III. ASSIGNMENT OF DEBTS**

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

18
19 **IV. COMPLIANCE**

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

22 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies
23 and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
24 Compliance Trainings.

25 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
26 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
27 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
28 described in subparagraphs below.

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

33 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
34 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
35 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
36 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct
37 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall

1 be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the
2 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

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

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

11 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
12 procedures and screen all Covered Individuals employed or retained to provide services related to this
13 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
14 Screening shall be conducted against the General Services Administration's Excluded Parties List System
15 or System for Award Management, the Health and Human Services/Office of Inspector General List of
16 Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or
17 any other as identified by the ADMINISTRATOR.

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

27 2. An Ineligible Person shall be any individual or entity who:
28 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
29 federal and state health care programs; or
30 b. has been convicted of a criminal offense related to the provision of health care items or
31 services and has not been reinstated in the federal and state health care programs after a period of
32 exclusion, suspension, debarment, or ineligibility.

33 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
34 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
35 Agreement.

36 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
37 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that

1 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
2 of California health programs and have not been excluded or debarred from participation in any federal or
3 state health care programs, and to further represent to CONTRACTOR that they do not have any
4 Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

34 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

1 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for
2 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 accurate billing codes
5 which 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
12 **V. CONFIDENTIALITY**

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

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

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

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

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

35 //
36 //
37 //

VI. COST REPORT

1
2 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
3 following termination of this Agreement. CONTRACTOR shall prepare the individual and/or
4 consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,
5 GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct
6 and indirect costs to and between programs, cost centers, services, and funding sources in accordance
7 with such requirements and consistent with prudent business practice, which costs and allocations shall
8 be supported by source documentation maintained by CONTRACTOR, and available at any time to
9 ADMINISTRATOR upon reasonable notice.

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

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

18 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
19 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
20 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

30 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
31 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
32 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
33 or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
34 Report shall be the final financial record for subsequent audits, if any.

35 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
36 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
37 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to

COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

F. All individual and/or consolidated Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

Signed _____
Name _____
Title _____
Date _____"

//
//
//
//
//

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

11
12 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

22
23 **IX. EQUIPMENT**

24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
25 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
26 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
27 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
28 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
29 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
30 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
31 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
32 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
33 depreciated according to GAAP.

34 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
35 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
2 purchased asset in an Equipment inventory.

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

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

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

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

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

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

25
26 **X. FACILITIES, PAYMENTS AND SERVICES**

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

32 //
33 //
34 //
35 //
36 //
37 //

XI. INDEMNIFICATION AND INSURANCE

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

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

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

#

1 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 2 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	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

20 G. REQUIRED COVERAGE FORMS

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

23 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA
 24 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

25 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
 26 following endorsements, which shall accompany the COI:

27 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
 28 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
 29 Additional Insureds.

30 2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance is
 31 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-
 32 contributing.

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

36 //

37 //

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

4 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
5 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
6 shall be evidenced by policy provisions or an endorsement separate from the COI.

7 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
8 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

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

23 Q. SUBMISSION OF INSURANCE DOCUMENTS

24 1. The COI and endorsements shall be provided to COUNTY as follows:
25 a. Prior to the start date of this Agreement.
26 b. No later than the expiration date for each policy.
27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
28 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

29 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in
30 the Referenced Contract Provisions of this Agreement.

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

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

1 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
2 reimbursement due COUNTY.

3 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file
4 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures during
5 the term of this Agreement.

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

10 11 **XIII. LICENSES AND LAWS**

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

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

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

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

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

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

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

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
33 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
37 grounds for termination of this Agreement.

1 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
2 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
3 developed in support of the services described within this Agreement. CONTRACTOR shall also include
4 any required funding statement information on social media when required by ADMINISTRATOR.

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

7
8 **XV. MAXIMUM OBLIGATION**

9 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement as
10 specified in the Referenced Contract Provisions of this Agreement.

11
12 **XVI. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

32 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
33 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
34 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
35 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
36 Such requirements shall be deemed fulfilled by use of the term EOE.

37 //

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

6 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
7 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
8 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
9 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
10 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
11 §1688; -Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
12 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
13 Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
14 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
15 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
16 limited to the following based on one or more of the factors identified above:

- 17 1. Denying a client or potential client any service, benefit, or accommodation.
- 18 2. Providing any service or benefit to a client which is different or is provided in a different
19 manner or at a different time from that provided to other clients.
- 20 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
21 others receiving any service or benefit.
- 22 4. Treating a client differently from others in satisfying any ~~admission~~Admission requirement
23 or condition, or eligibility requirement or condition, which individuals must meet in order to be provided
24 any service or benefit.
- 25 5. Assignment of times or places for the provision of services.

26 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
27 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
28 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
29 ADMINISTRATOR or COUNTY’s Patient’s Rights Office.

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

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

36 #
37 #

1 b. Throughout the problem resolution and grievance process, client rights shall be
2 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
3 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

20
21 **XVII. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by Email; or

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

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

35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

37 #

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5
6 **XVIII. NOTIFICATION OF DEATH**

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

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

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

17 2. WRITTEN NOTIFICATION

18 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via
19 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
20 of the death due to non-terminal illness of any person served pursuant to this Agreement.

21 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
22 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
23 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
24 pursuant to this Agreement.

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

29
30 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

XX. RECORDS MANAGEMENT AND MAINTENANCE

1
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
3 this Agreement, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with this Agreement and all applicable requirements.

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

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

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

- 17 1. The medical records and billing records about individuals maintained by or for a covered
18 health care provider;
- 19 2. The enrollment, payment, claims adjudication, and case or medical management record
20 systems maintained by or for a health plan; or
- 21 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 25 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
26 site visit.
- 27 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 28 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
29 requested.

30 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
31 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
32 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

36 H. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
37 years following discharge of the participant, client and/or patient, with the exception of non-emancipated

1 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
2 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

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

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

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

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

18 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
19 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
20 information that is requested by the PRA request.

21
22 **XXI. RESEARCH AND PUBLICATION**

23 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
24 result of this Agreement for the purpose of personal publication.

25
26 **XXII. REVENUE**

27 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
28 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
29 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
30 according to their ability to pay as determined by the DHCS’ UMDAP procedure or by other payment
31 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9
32 of the CCR. Such fee shall not exceed the actual cost of services provided. No client shall be denied
33 services because of an inability to pay.

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

37 //

1 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
 2 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
 3 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
 4 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 5 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be
 6 uncollectible.

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

9 10 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

30 31 **XXIV. SEVERABILITY**

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

37 //

XXV. SPECIAL PROVISIONS

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

- 4 1. Making cash payments to intended recipients of services through this Agreement.
- 5 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
6 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
7 of appropriated funds to influence certain federal contracting and financial transactions).
- 8 3. Fundraising.
- 9 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
10 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 11 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
12 services.
- 13 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
14 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
15 salary advances or giving bonuses to CONTRACTOR's staff.
- 16 7. Paying an individual salary or compensation for services at a rate in excess of the current
17 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
18 may be found at www.opm.gov.
- 19 8. Severance pay for separating employees.
- 20 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
21 codes and obtaining all necessary building permits for any associated construction.
- 22 10. Supplanting current funding for existing services.

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

- 25 1. Funding travel or training (excluding mileage or parking).
- 26 2. Making phone calls outside of the local area unless documented to be directly for the purpose
27 of client care.
- 28 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 29 4. Purchase of artwork or other items that are for decorative purposes and do not directly
30 contribute to the quality of services to be provided pursuant to this Agreement.
- 31 5. Purchasing or improving land, including constructing or permanently improving any building
32 or facility, except for tenant improvements.
- 33 6. Providing inpatient hospital services or purchasing major medical equipment.
- 34 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
35 (matching).
- 36 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
37 CONTRACTOR's clients.

XXVI. STATUS OF CONTRACTOR

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

XXVII. TERM

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

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

XXVIII. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

1 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
2 Agreement.

3 6. The continued incapacity of any physician or licensed person to perform duties required
4 pursuant to this Agreement.

5 7. Unethical conduct or malpractice by any physician or licensed person providing services
6 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
7 removes such physician or licensed person from serving persons treated or assisted pursuant to this
8 Agreement.

9 D. CONTINGENT FUNDING

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

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

13 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
14 approved by the Board of Supervisors.

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

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

23 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
24 above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

11
12 **XXIX. THIRD PARTY BENEFICIARY**

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

16
17 **XXX. WAIVER OF DEFAULT OR BREACH**

18 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
19 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
20 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
21 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
22 Agreement.

23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 CENTRAL CITY COMMUNITY HEALTH CENTER, INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____
9

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY
20
21
22
23
24

25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA
28
29

30 BY: _____ DATED: _____

31 DEPUTY
32
33
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
36 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the
37 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
CENTRAL CITY COMMUNITY HEALTH CENTER, INC.
JULY 1, 2013~~2014~~ THROUGH JUNE 30, 2014~~2015~~

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.

~~— A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and Evaluation documents into the ADMINISTATOR's IRIS and documentation that the Participants are receiving services at a level and frequency and duration that is consistent with each Participant's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.~~

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

C. 2. Case Management Linkage Brokerage means a process of identification, Assessment of need, planning, coordination and linking, monitoring and continuous Evaluation of Participants 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 Participant in the Assessment, determination of need and securing of adequate and appropriate living arrangements.

D. 3. Participant means an individual, referred by ADMINSTRATOR or enrolled in CONTRACTOR's program for services under this Agreement, who meets Title 9, CCR criteria for Mental Health Services.

~~— E. Clinical Director means an individual who meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health setting.~~

~~— F. 4. 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.~~

G. 5. 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.

#

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

5 ~~I. DSH means a measure in minutes that a clinician spends providing Participant services. DSH
 6 credit is obtained for providing mental health, case management, medication support and a Crisis
 7 Intervention service to any Participant open in the IRIS which includes both billable and non billable
 8 services.~~

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

12 ~~K~~//

13 //

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

17 ~~L Agreement.~~

18 9. Family Member means immediate family members (mother, father, brother, sister, son or
 19 daughter) of Participants.

20 M 10. Innovation Projects mean research projects to evaluate the effectiveness of new approaches
 21 and practices. By their very nature, not all Innovation Projects will be successful. Innovation Projects are
 22 expected to be about one to three years long – although in some instances the length of the project may be
 23 extended. A thorough Evaluation of each project will be conducted and the findings disseminated. Those
 24 projects deemed “unsuccessful” will be discontinued. To continue those projects showing positive
 25 Outcomes, another funding source must be identified.

26 ~~N. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes
 27 an Evaluation to determine if the Participant meets program criteria and is willing to seek services.~~

28 ~~O~~ 11. IRIS means Integrated Records Information System and refers to a collection of applications
 29 and databases that serve the needs of programs within the HCA COUNTY and includes functionality such
 30 as registration and scheduling, laboratory information system, billing and reporting capabilities,
 31 compliance with regulatory requirements, electronic medical records and other relevant applications.

32 ~~P. Marriage and Family Therapist means an individual who meets the minimum professional and
 33 licensure requirements set forth in Title 9, CCR, Section 625.~~

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

37 //

1 ~~R~~ 13. Mental Health Field means a business or service providing mental health Outreach,
 2 Assessment or treatment services to mental health Participants, or providing housing, educational,
 3 counseling, employment, recreational or social services to mental health Participants.

4 ~~S~~ 14. Mental Health Services means interventions designed to provide the maximum reduction
 5 of mental disability and restoration or maintenance of functioning consistent with the requirements for
 6 learning, development and enhanced self-sufficiency. Services shall include:

7 ~~1~~ a. Assessment means a service activity, which may include a clinical analysis of the history
 8 and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and
 9 history, Diagnosis and the use of testing procedures.

10 ~~2~~ b. Collateral means a significant support person in a beneficiary's life and is used to define
 11 services provided to them with the intent of improving or maintaining the mental health status of the
 12 Participant. The beneficiary may or may not be present for this service activity.

13 ~~3~~ c. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
 14 behalf of a Participant for a condition which requires more timely response than a regularly scheduled
 15 visit. Service activities may include, but are not limited to, Assessment, Collateral and Therapy.

16 ~~4~~ d. Medication Support Services means those services provided by a licensed physician,
 17 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
 18 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
 19 symptoms of mental illness. These services also include Evaluation and documentation of the clinical
 20 justification and effectiveness for use of the medication, dosage, side effects, compliance and response to
 21 medication, as well as obtaining informed consent, providing medication education and plan development
 22 related to the delivery of the service and/or Assessment of the beneficiary.

23 ~~5~~ e. Rehabilitation Service means an activity which includes assistance in improving,
 24 maintaining, or restoring a Participant's or group of Participants' functional skills, daily living skills,
 25 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
 26 and/or medication education.

27 ~~6~~ f. Targeted Case Management means services that assist a beneficiary to access needed
 28 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
 29 service activities may include, but are not limited to, communication, coordination and Referral;
 30 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 31 monitoring of the beneficiary's progress; and plan development.

32 ~~7~~ g. Therapy means a service activity which is a therapeutic intervention that focuses
 33 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
 34 delivered to an individual or group of beneficiaries which may include family Therapy in which the
 35 beneficiary is present.

36 ~~F~~ 15. MHSA means the law that provides funding for expanded community Mental Health
 37 Services. It is also known as "Proposition 63."

1 ~~U~~ 16. Mental Health Worker (MHW) means an individual ~~who~~ that assists in planning, developing
2 and evaluating mental health services for participants; provides liaison between Participants and service
3 providers; and has obtained a ~~Bachelor's~~ Bachelor's degree in a Mental Health Field or has a high school
4 diploma and two (2) years of experience delivering services in a Mental Health Field.

5 ~~V~~ 17. NPI means the standard unique health identifier that was adopted by the Secretary of Health
6 and Human Services under HIPAA of 1996 for health care providers. All HIPAA covered healthcare
7 providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA
8 standard transactions. The NPI is assigned for life.

9 ~~W~~ 18. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
10 made by or on behalf of the health plan or health care provider as set forth in HIPAA.

11 ~~X~~ 19. Outcome means measurable change that occurs as a result of a project's overall performance
12 in implementing its services. Outcomes are often separated out as to their expected effect along a time
13 continuum, as immediate, intermediate and long-term Outcomes.

14 ~~Y~~ 20. Outreach means the Outreach to potential Participants to link them to appropriate Mental
15 Health Services and may include activities that involve educating the community about the services
16 offered and requirements for participation in the programs. Such activities should result in the
17 CONTRACTOR developing their own Participant Referral sources for the programs they offer.

18 ~~Z. Orange County Innovation Plan means an innovative project is defined, for purposes of the~~
19 ~~DHCS guidelines, as one that contributes to learning rather than a primary focus on providing that~~
20 ~~service. By providing the opportunity to "try out" new approaches that can inform current and future~~
21 ~~practices/approaches in communities, an innovation contributes to learning in one or more of the~~
22 ~~following three ways:~~

23 ~~1. Introduces new mental health practices/approaches including prevention and early~~
24 ~~intervention that have never been done;~~

25 ~~21 2. Makes a change to an existing mental health practice/approach, including~~
26 ~~adaptation for a new setting or community;~~

27 ~~3. Introduces a new application to the mental health system of a promising community-driven~~
28 ~~practice/approach or a practice/approach that has been successful in non-mental health contexts or~~
29 ~~settings.~~

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

33 ~~AB. Peer Recovery Specialist means an individual who has been through the same or similar~~
34 ~~recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this~~
35 ~~function by the FSP. A Peer Recovery Specialist practice is informed by his/her own experience.~~

36 ~~AC. PSC means an individual who will be part of a multi-disciplinary team that will provide~~
37 ~~community based Mental Health Services to adults that are struggling with persistent and severe mental~~

1 illness as well as homelessness. The PSC is responsible for clinical care and case management of
 2 assigned Participants and families in a community, home, or program setting. This includes assisting
 3 Participants with mental health, housing, vocational and educational needs. The position is also
 4 responsible for administrative and clinical documentation as well as participating in trainings and team
 5 meetings. The PSC will be active in supporting and implementing a FSP's philosophy and its
 6 individualized, strength-based, culturally/linguistically competent and Participant-centered approach.

7 ~~—AD. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
 8 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
 9 Psychological Assistant, acquiring hours for licensing and waived in accordance with
 10 WIC section 575.2. The waiver may not exceed five (5) years.~~

11 ~~—AE. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
 12 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences as an
 13 Associate Clinical Social Worker or Marriage and Family Therapist Intern acquiring hours for licensing.
 14 An individual's registration is subject to regulations adopted by the Board of Behavioral Sciences.~~

15 ~~—AF. Program Director means an individual who has complete responsibility for the day-to-day
 16 function of the program. The Program Director is the highest level of decision-making at a local,
 17 program level.~~

18 ~~—AG. Promotora de Salud Model means a model where trained individuals, Promotores, work towards
 19 improving the health of their communities by linking their neighbors to health care and social services,
 20 educating their peers about mental illness, disease and injury prevention.~~

21 ~~—AH. Promotores means individuals who are members of the community who function as natural
 22 helpers to address some of their communities' unmet mental health, health and human service needs.
 23 They are individuals who represent the ethnic, socio-economic and educational traits of the population
 24 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
 25 community's needs.~~

26 ~~—AI 22. PHI means individually identifiable health information usually transmitted by electronic
 27 media, maintained in any medium as defined in the regulations or for an entity such as a health plan,
 28 transmitted or maintained in any other medium. It is created or received by a covered entity and relates to
 29 the past, present, or future physical or mental health or condition of an individual, provision of health care
 30 to an individual, or the past, present, or future payment for health care provided to an individual.~~

31 ~~—AJ. Psychiatrist means an individual who meets the minimum professional and licensure
 32 requirements set forth in Title 9, CCR, Section 623.~~

33 ~~—AK. Psychologist means an individual who meets the minimum professional and licensure
 34 requirements set forth in Title 9, CCR, Section 624.~~

35 ~~—AL 23. Referral means providing the effective linkage of a Participant to another service, when
 36 indicated; with follow-up to be provided within five (5) working days to assure that the Participant has
 37 made contact with the referred service.~~

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

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

II. BUDGET

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

ADMINISTRATIVE COST	\$ -25,000
PROGRAM COST	
Salaries	\$ -98,280
Benefits	19,656
Services and Supplies	<u>57,064</u>
SUBTOTAL PROGRAM COST	\$ 175,000
TOTAL COST	\$200,000
REVENUE	
Mental Health Services Act	<u>\$200,000</u>
TOTAL REVENUE	\$200,000
TOTAL MAXIMUM OBLIGATION	\$200,000

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 Participants, 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

//

1 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
2 may result in disallowance of those costs.

3 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
4 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
5 of service for which payment is claimed. Any apportionment of or distribution of costs, including
6 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
7 be made in accordance with GAAP and Medicare regulations. The Participants' eligibility determination
8 and fee charged to and collected from Participants, together with a record of all invoices rendered and
9 revenues received from any source, on behalf of Participants treated pursuant to the Agreement, must be
10 reflected in CONTRACTOR's financial records.

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

13 **III. PAYMENTS**

14
15 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
16 \$16,667 per month. All payments are interim payments only, and subject to final settlement in accordance
17 with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the
18 actual cost of providing the services, which may include Indirect Administrative Costs, as identified in
19 the Budget Paragraph of this Exhibit A to the Agreement; provided, however, the total of such payments
20 does not exceed the Maximum Obligation as stated in the Referenced Contract Provisions of the
21 Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state,
22 and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any
23 month for which the provisional amount specified above has not been fully paid.

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

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

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

1 B. CONTRACTOR’s invoice shall be on a form approved or supplied by ADMINISTRATOR and
2 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of
3 the month. Invoices received after the due date may not be paid within the same month. Payments to
4 CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
5 receipt of the correctly completed invoice.

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

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

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

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

16
17 **IV. SERVICES**

18 **A. FACILITY**

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

21
22 2237 W. Ball Road
23 Anaheim, CA 92804
24

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

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

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

36 //
37 //

1 C. SERVICES TO BE PROVIDED

2 1. CONTRACTOR shall provide a framework for building the Collaboration and capacity of
3 community trained consumer/partners that will provide medical care coordination to Participants in the
4 public mental health system and mental health supports such as, Engagement, advocacy, and mentoring
5 services to Participants with mental illness in the primary care setting.

6 2. CONTRACTOR shall provide a flexible model to support the goal of Participant
7 integration into society with the aim of increasing access and use of both medical services and
8 behavioral health services to unserved and underserved Participants.

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

11 4. CONTRACTOR shall provide integrated physical and behavioral health services for up to
12 two hundred (200) Participants per year.

13 5. CONTRACTOR shall ensure that the mental health team has every opportunity to be fully
14 integrated in the existing primary care team in the community clinics which will include, but not limited
15 to, provide one-on-one consultation, clinic treatment team meeting, Participant case planning, and other
16 services and as needed.

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

20 7. CONTRACTOR shall provide existing primary medical care/community clinic sites staff
21 with the training on basic behavioral health interviewing and screening tools used to assess prospective
22 Participants for a broad range of disorders, treatment programs and appropriate referrals. This training
23 will be conducted by ADMINSTRATOR staff.

24 8. CONTRACTOR shall provide support to the MHSA Outcome Data Collection team to
25 complete the required Outcome reports as stated in COUNTY's Innovation Plan approved by the DHCS,
26 specific Outcome such as number of Participants identified as needing Mental Health Services/physical
27 health services; number of Participants referred and connected to mental health team/physical health
28 team; number of Participants referred by CONTRACTOR to ADMINSTRATOR's BHS Outpatient
29 Services if meet criteria; quality of life measurements; level of physical health care needs pre- and post-
30 mental health service intervention; improvement in core health care measures (blood pressure, cholesterol
31 level, blood sugar level, etc.) post- physical health team intervention for Participants in
32 ADMINISTRATOR's BHS outpatient clinics; and other services as needed.

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

35 E. CONTRACTOR shall maintain documentation of such efforts which may include, but not be
36 limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and
37 //

1 hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of
2 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

6 G. CONTRACTOR shall attend monthly ADMINISTRATOR staff meetings to discuss contractual
7 and other issues that include, but are not limited to compliance with P&Ps, statistics and training services.

8 H. CONTRACTOR shall submit, to ADMINISTRATOR, all forms to be entered into IRIS
9 including, but not limited to, encounter documents, Participant information forms, and discharge forms to
10 ADMINISTRATOR within one week of completion of the service.

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

17 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
18 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the
19 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
20 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
21 institution, or religious belief.

22 K. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
23 research activity on COUNTY Participants without obtaining prior written authorization from
24 ADMINISTRATOR.

25 L. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
26 welfare of Participants, including but not limited to serious physical harm to self or others, serious
27 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and shall
28 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality
29 or accessibility of Person related services provided by, or under contract with COUNTY, as set forth in
30 the Notices Paragraph of the Agreement.

31 M. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
32 for appropriate individual staff to access ADMINISTRATOR'S network at no cost to the
33 CONTRACTOR.

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

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

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

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

- a. Token of each staff member who no longer supports the Agreement;
- b. Token of each staff member who no longer requires access to ADMINISTRATOR'S NETWORK;
- c. Token of each staff member who leaves employment of CONTRACTOR; or
- d. Token is malfunctioning.

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

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

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

- 1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
- 2. Maximize the use of the allocated funds;
- 3. Ensure timely and accurate reporting of monthly expenditures;
- 4. Maintain appropriate staffing levels;
- 5. Request budget and/or staffing modifications to the Agreement;
- 6. Effectively communicate and monitor the program for its success;
- 7. Track and report expenditures electronically;
- 8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
- 9. Act quickly to identify and solve problems.

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

//
//
//
//
//

V. 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:

<u>DIRECT PROGRAM</u>	<u>FTE</u>
Mental Health Worker	2.00
<u>Medical Assistant</u>	<u>0.50</u>
Medical Assistant	0.50 23
<u>Clinical Social Worker</u>	
TOTAL FTEs	<u>2.73</u> 3.0 0

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

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

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

E. CONTRACTOR shall recruit and hire culturally and linguistically appropriate services to meet the needs of threshold languages as determined by ADMINISTRATOR. Bilingual/bicultural staff will be retained. Salary savings resulting from vacant positions may not be used to cover costs other than salaries and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

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

//

1 H. All positions are required to maintain a log delineating hours worked and allocated to each
2 program of CONTRACTOR.

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

6 **VI. REPORTS**

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

9 B. FISCAL

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

18 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.
19 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report
20 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
21 Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and
22 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End
23 Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

30 D. PROGRAMMATIC

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

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

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

4. CONTRACTOR shall work collaboratively with ADMINISTRATOR to address data collection, technical, and training issues that may arise concerning use of the Registry or other data collection application.

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

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

VII. RESPONSIBILITIES

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

~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~
~~//~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CENTRAL CITY COMMUNITY HEALTH CENTER, INC.
JULY 1, 2014 THROUGH JUNE 30, 2015

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

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

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

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

//

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

3 **B. DEFINITIONS**

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
5 manage the selection, development, implementation, and maintenance of security measures to protect
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of
7 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 CFR
34 § 164.501.

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

37 //

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

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

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

9 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable
10 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 his
16 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 by
37 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 and
14 as required by 45 CFR § 164.410.

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

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

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

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

33 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
35 and to make information related to such Disclosures available as would be required for COUNTY to
36 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
37 45 CFR § 164.528.

1 //

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

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

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

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

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

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

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. C. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth
10 in Subparagraph C. of the COMPLIANCE Paragraph of the Agreement.~~

11 ~~D. SECURITY RULE~~

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

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

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

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

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

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

36 4. CONTRACTOR shall ensure that ~~all staff, paid or unpaid, complete necessary~~ any
37 subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree

1 through a contract with CONTRACTOR to the same restrictions and requirements contained in this
2 Subparagraph D. of this Business Associate Contract.

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

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

9 E. DATA SECURITY REQUIREMENTS

10 1. Personal Controls

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

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

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

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

36 //
37 //

1 2. Technical Security Controls

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

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

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

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

21 e. Antivirus software. All workstations, laptops and other systems that process and/or store
22 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
23 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software
24 solution with automatic updates scheduled ~~ongoing supervision and support prior to discharging~~ at least
25 daily.

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

34 g. User IDs and Password Controls. All users must be issued a unique user name for
35 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
36 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
37 changed upon the transfer or termination of an employee with knowledge of the password, at maximum

1 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
 2 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
 3 computer. Passwords must be changed every ninety (90) calendar or business days, preferably every sixty
 4 (60) calendar or business days. Passwords must be changed if revealed or compromised. Passwords
 5 must be composed of characters from at least three (3) of the following four (4) groups from the standard
 6 keyboard:

7 1) Upper case letters (A-Z)

8 2) Lower case letters (a-z)

9 3) Arabic numerals (0-9)

10 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

35 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 37 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is

1 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 2 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
 3 access, file transfer, and E-Mail.

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

8 3. Audit Controls

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

15 b. Log Reviews. 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 routine procedure in place to review system logs for unauthorized access.

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

22 4. Business Continuity/Disaster Recovery Control

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

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

35 5. Paper Document Controls

36 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
 37 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left

1 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
2 that information is not being observed by an employee authorized to access the information. Such PHI in
3 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
4 baggage on commercial airplanes.

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

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

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

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

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

26 **F. BREACH DISCOVERY AND NOTIFICATION**

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

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

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

36 //
37 //

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

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

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

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

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

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

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

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

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

22 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
23 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
24 COUNTY.

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

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

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

37 //

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

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

10 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

17 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
 18 proper management and administration of CONTRACTOR or to carry out the legal responsibilities:
 19 ~~These trainings might include, but not limited to, components as specified in Staffing Paragraph of this~~
 20 ~~Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to~~
 21 ~~assist the CONTRACTOR and ADMINISTRATOR to be in compliance with prevailing standards of~~
 22 ~~practice as well as state and federal regulatory requirements.~~ of CONTRACTOR, if:

23 ~~— E. CONTRACTOR shall attend monthly ADMINISTRATOR staff meetings to discuss contractual~~
 24 ~~and other issues that include, but are not limited to compliance with P&Ps, statistics and training services.~~

25 ~~F. CONTRACTOR shall enter~~ 1) The Disclosure is required ~~Participant~~
 26 ~~information into~~ by law; or

27 2) CONTRACTOR obtains reasonable assurances from the ~~spreadsheet/database,~~
 28 ~~provided by ADMINISTRATOR, on a weekly basis. All~~ person to whom the PHI is disclosed that it will
 29 be held confidentially and used or further disclosed only as required ~~information shall be current at the~~
 30 ~~end of each quarter~~ by law or for reporting the purposes for which it was disclosed to the person and the
 31 person immediately notifies CONTRACTOR of any instance of which it is aware in which the
 32 confidentiality of the information has been breached.

33 ~~— G. CONTRACTOR shall submit, to ADMINISTRATOR, all forms to be entered into IRIS~~
 34 ~~including, but not limited to, encounter documents, Participant information forms, and discharge forms to~~
 35 ~~ADMINISTRATOR within one week of completion of the service.~~

36 ~~— H. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance~~
 37 ~~in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of~~

1 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a
2 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
3 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
4 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by ADMINISTRATOR.

5 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
6 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the
7 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
8 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
9 institution, or religious belief.

10 J. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
11 research activity on COUNTY Participants without obtaining prior written authorization from
12 ADMINISTRATOR.

13 K. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
14 welfare of Participants, including but not limited to serious physical harm to self or others, serious
15 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and
16 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
17 quality or accessibility of Person related services provided by, or under contract with COUNTY, as set
18 forth in the Notices Paragraph of the Agreement.

19 L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
20 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's
21 Standards of Care practices, P&Ps, documentation standards, and any state regulatory requirements.

22 M. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
23 ensure compliance with workload standards and productivity.

24 N. ADMINISTRATOR shall review Participants' charts to assist CONTRACTOR in ensuring
25 compliance with ADMINISTRATOR's P&Ps.

26 O. TOKENS ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
27 for appropriate individual staff to access ADMINISTRATOR'S network at no cost to the
28 CONTRACTOR.

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

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

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

35 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
36 conditions:

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

~~b. Token of each staff member who no longer requires access to ADMINISTRATOR'S NETWORK;~~

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

~~d. Token is malfunctioning.~~

~~5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to ADMINISTRATOR'S NETWORK upon initial training or as a replacement for malfunctioning Tokens.~~

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

~~P. CONTRACTOR shall be responsible for all COUNTY equipment used at the CONTRACTOR's facility.~~

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

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

~~2. Maximize the use of the allocated funds;~~

~~3. Ensure timely and accurate reporting of monthly expenditures;~~

~~4. Maintain appropriate staffing levels;~~

~~5. Request budget and/or staffing modifications to the Agreement;~~

~~6. Effectively communicate and monitor the program for its success;~~

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and~~

~~9. Act quickly to identify and solve problems.~~

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

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

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

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

//

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

3 H. PROHIBITED USES AND DISCLOSURES

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

9 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
10 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
11 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
12 17935(d)(2).

13 I. OBLIGATIONS OF COUNTY

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

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

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

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

25 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

8 3. The obligations of this Business Associate Contract shall survive the termination of the
9 Agreement.

10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT C
TO AGREEMENT FOR PROVISION OF
INTEGRATED COMMUNITY SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CENTRAL CITY COMMUNITY HEALTH CENTER, INC.
JULY 1, 2014 THROUGH JUNE 30, 2015

I. PERSONAL INFORMATION AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

//

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

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

6 **B. TERMS OF AGREEMENT**

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

11 **2. Responsibilities of CONTRACTOR**

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
21 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
22 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
23 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach
24 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 or
27 security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and
28 PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B
29 to the Agreement.

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

34 //
35 //
36 //
37 //