

1 AGREEMENT FOR THE PROVISION OF
2 PSYCHIATRY SERVICES
3 FOR
4 CORRECTIONAL HEALTH SERVICES PROGRAMS
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 ALIGNED TELEHEALTH, INC.
9 JULY 1, 2018 THROUGH JUNE 30, 2020

10
11 THIS AGREEMENT entered into this 1st day of July, 2018, which date is by and between the
12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and ALIGNED
13 TELEHEALTH, INC, a California for-profit corporation (CONTRACTOR). COUNTY and
14 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
15 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency
16 (ADMINISTRATOR).

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18 **W I T N E S S E T H:**

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20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Psychiatry
21 Services to persons described herein; and

22 WHEREAS, CONTRACTOR agrees to provide certain Psychiatry Services specified herein at one
23 or more of COUNTY'S jails; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2018 through June 30, 2020

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Maximum Obligation:	Period One Maximum Obligation:	\$ 1,169,700
	Period Two Maximum Obligation:	<u>\$ 1,169,700</u>
	TOTAL MAXIMUM OBLIGATION:	\$ 2,339,400

Basis for Reimbursement: Negotiated Amount

Payment Method: Monthly in Arrears

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Medical & Correctional Health Services Operations
 405 West 5th Street, 7th Floor
 Santa Ana, CA 92701-4637

CONTRACTOR DUNS Number: 07-4178795

CONTRACTOR TAX ID Number: 46-3061880

CONTRACTOR: ALIGNED TELEHEALTH, INC.
 26135 MUREAU RD., SUITE 101
 CALABASAS, CA 91302
 DR. NITIN NANDA, CEO
 NNANDA@ALIGNEDTH.COM

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I. ACRONYMS

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

- A. ARRA American Recovery and Reinvestment Act
- B. ASRS Alcohol and Drug Programs Reporting System
- C. CCC California Civil Code
- D. CCR California Code of Regulations
- E. CFR Code of Federal Regulations
- F. CHPP COUNTY HIPAA Policies and Procedures
- G. CHS Correctional Health Services
- H. D/MC Drug/Medi-Cal
- I. DHCS Department of Health Care Services
- J. DPFS Drug Program Fiscal Systems
- K. DRS Designated Record Set
- L. HCA Health Care Agency
- M. HHS Health and Human Services
- N. HIPAA Health Insurance Portability and Accountability Act
- O. HSC California Health and Safety Code
- P. MHP Mental Health Plan
- Q. OCJS Orange County Jail System
- R. OCPD Orange County Probation Department
- S. OCR Office for Civil Rights
- T. OCSD Orange County Sheriff’s Department
- U. OIG Office of Inspector General
- V. OMB Office of Management and Budget
- W. OPM Federal Office of Personnel Management
- X. PADSS Payment Application Data Security Standard
- Y. PC State of California Penal Code
- Z. PCI DSS Payment Card Industry Data Security Standard
- AA. PHI Protected Health Information
- AB. PII Personally Identifiable Information
- AC. PRA Public Record Act
- AD. USC United States Code
- AE. WIC State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own Compliance program to
3 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
4 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
5 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
6 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
7 and Code of Conduct.

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

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

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

33 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
34 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
35 health care items or services or who perform billing or coding functions on behalf of
36 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
37 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to

1 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
2 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
3 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
4 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
5 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
6 procedures if CONTRACTOR has elected to use its own).

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

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

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

13 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
14 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
15 Agreement.

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

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

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

33 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
34 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
35 screened. Such individual or entity shall be immediately removed from participating in any activity
36 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
37 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

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

20 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
21 Individuals relative to this Agreement.

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

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

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

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

31 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

11 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
12 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
13 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
14 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
15 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this
16 Agreement on the basis of such default.

17
18 **V. CONFIDENTIALITY**

19 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
20 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
21 regulations,

22 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
23 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
24 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
25 any and all information and records which may be obtained in the course of providing such services.
26 The Agreement shall specify that it is effective irrespective of all subsequent resignations or
27 terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent,
28 employees, consultants, subcontractors, volunteers and interns.

29 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
30 disclosure in connection with activity funded under this Agreement. This system shall include
31 provisions for employee education on the confidentiality requirements, and the fact that disciplinary
32 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,
33 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,
34 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.
35 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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1 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
2 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
3 regulations regarding confidentiality.

4 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
5 security, and shall include them in all subcontracts.

6 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
7 week, of any suspected or actual breach of computer system security, if the security breach would
8 require notification under CCC §1798.82.

9
10 **VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
12 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
13 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to
14 ADMINISTRATOR not less than ninety (90) calendar days prior to the effective date of the delegation.
15 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

35 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
36 CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations

37 //

1 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
2 the effective date of the assignment.

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

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

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

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

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

19 4. This provision shall not be applicable to service agreements usually and customarily
20 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, professional
21 services provided by consultants, and medical services not provided directly by CONTRACTOR,
22 including but not limited to dialysis.

23
24 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

34
35 **VIII. EQUIPMENT**

36 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
37 property of a Relatively Permanent nature with significant value, purchased in whole or in part by

1 Administrator to assist in performing the services described in this Agreement. “Relatively Permanent”
 2 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,
 3 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 4 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 5 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
 6 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
 7 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 8 depreciated according to generally accepted accounting principles.

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

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

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

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

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

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

35 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
 36 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
 37

IX. EXPENDITURE AND REVENUE REPORT

A. No later than sixty (60) calendar days following termination of each period or fiscal year of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports throughout the term of the Agreement.

X. FACILITIES, PAYMENTS, AND SERVICES

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

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

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, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements

1 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
2 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
3 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

13 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
14 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
15 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
16 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
17 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
18 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

28 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
29 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
30 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
31 this Agreement.

32 F. QUALIFIED INSURER

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

2. If the insurance carrier 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and

1 agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
2 **WRITTEN AGREEMENT.**

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

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

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

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

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

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

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
21 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
22 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
23 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this
24 Agreement.

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

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

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

34 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
35 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
36 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
37 //

1 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this
2 Agreement by COUNTY.

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

6 R. SUBMISSION OF INSURANCE DOCUMENTS

7 1. The COI and endorsements shall be provided to COUNTY as follows:

8 a. Prior to the start date of this Agreement.

9 b. No later than the expiration date for each policy.

10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
11 changes to any of the insurance types as set forth in Subparagraph G, above.

12 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
13 the Referenced Contract Provisions of this Agreement.

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

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

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

25 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
26 CONTRACTOR’s monthly invoice.

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

30 5. Failure of the CONTRACTOR to meet these requirements after the CONTRACTOR has
31 been selected, and prior to the contract start date, shall result in forfeiture of the CONTRACTOR’s
32 contract award.

33
34 **XII. INSPECTIONS AND AUDITS**

35 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
36 of the State of California, the Secretary of the United States Department of Health and Human Services,
37 the Comptroller General of the United States, or any other of their authorized representatives, shall have

1 access to any books, documents, and records, including but not limited to, financial statements, general
 2 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 3 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 4 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 5 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
 6 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 7 premises in which they are provided.

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

12 C. AUDIT RESPONSE

13 1. Following an audit report, in the event of non-compliance with applicable laws and
 14 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 15 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
 16 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
 17 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

18 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
 19 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
 20 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
 21 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 22 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 23 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 24 reimbursement due COUNTY.

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

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

32 **XIII. LICENSES AND LAWS**

33
 34 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 35 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 36 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 37 required by the laws, regulations and requirements of the United States, the State of California,

COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

D. CONTRACTOR attests that all CONTRACTOR physicians providing services under this Agreement are and will continue to be as long as this Agreement remains in effect, the holders of currently valid licenses to practice medicine in the State of California and are members in good standing of the medical staff of CONTRACTOR's facility.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

1 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
2 and electronic media such as the Internet.

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

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

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

17
18 **XV. MAXIMUM OBLIGATION**

19 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
20 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
21 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
22 Subparagraph B. below.

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

25
26 **XVI. MINIMUM WAGE LAWS**

27 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
28 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
29 federal or California Minimum Wage to all its employees that directly or indirectly provide services
30 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
31 all its contractors or other persons providing services pursuant to this Agreement on behalf of
32 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
33 Wage.

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

37 //

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

5
6 **XVII. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

8 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
9 unlawfully discriminate against any employee or applicant for employment because of his/her race,
10 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
11 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
12 orientation, or military and veteran status. Additionally, during the term of this Agreement,
13 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
14 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
15 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
16 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
17 orientation, or military and veteran status.

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

22 3. CONTRACTOR shall not discriminate between employees with spouses and employees
23 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
24 the provision of benefits.

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

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

34 6. Each labor union or representative of workers with which CONTRACTOR and/or
35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
36 notice advising the labor union or workers' representative of the commitments under this
37 //

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
2 employees and applicants for employment.

3 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
4 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
5 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
7 expression, age, sexual orientation, or military and veteran status in accordance with
8 Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688;
9 Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
10 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
11 Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
12 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
13 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
14 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
15 limited to the following based on one or more of the factors identified above:

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

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

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

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended

1 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
2 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
4 with succeeding legislation.

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

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

14
15 **XVIII. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by Email; or

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

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

29 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
30 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
31 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
32 damage to any COUNTY property in possession of CONTRACTOR. Any CONTRACTOR providing
33 services to custody patients shall provide a copy of such written notification to the Sheriff of Orange
34 County.

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

37 //

XIX. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
3 CONTRACTOR shall immediately notify CHS Director, on-premises Sheriff’s Deputy, and
4 ADMINISTRATOR.

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

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

13 2. WRITTEN NOTIFICATION

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

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

21 C. If there are any questions regarding the cause of death of any person served pursuant to this
22 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
23 to the death, CONTRACTOR shall immediately notify CHS Director and ADMINISTRATOR in
24 accordance with this Notification of Death Paragraph.

25
26 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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35 //
36 //
37 //

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy

1 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
2 telephone and email or facsimile.

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

6 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
7 years following discharge of the participant, client and/or patient, with the exception of non-
8 emancipated minors for whom records must be kept for at least one (1) year after such minors have
9 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
10 longer.

11
12 **XXII. RESEARCH AND PUBLICATION**

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

16
17 **XXIII. SEVERABILITY**

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

23
24 **XXIV. SPECIAL PROVISIONS**

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

- 27 1. Making cash payments to intended recipients of services through this Agreement.
- 28 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
29 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
30 use of appropriated funds to influence certain federal contracting and financial transactions).
- 31 3. Fundraising.
- 32 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
33 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 34 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
35 body for expenses or services.

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1 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
2 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
3 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

4 7. Paying an individual salary or compensation for services at a rate in excess of the current
5 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
6 Schedule may be found at www.opm.gov.

7 8. Severance pay for separating employees.

8 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
9 codes and obtaining all necessary building permits for any associated construction.

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

12 1. Funding travel or training (excluding mileage or parking).

13 2. Making phone calls outside of the local area unless documented to be directly for the
14 purpose of client care.

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

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

18
19 **XXV. STATUS OF CONTRACTOR**

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

31
32 **XXVI. TERM**

33 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
34 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
35 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
36 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as

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1 would normally extend beyond this term, including but not limited to, obligations with respect to
2 confidentiality, indemnification, audits, reporting and accounting.

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

5
6 **XXVII. TERMINATION**

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

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

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

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

29 **D. CONTINGENT FUNDING**

- 30 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
31 a. The continued availability of federal, state and county funds for reimbursement of
32 COUNTY's expenditures, and
33 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
34 approved by the Board of Supervisors.

35 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
36 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given

37 //

1 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
2 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

32
33 **XXVIII. THIRD PARTY BENEFICIARY**

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

37 //

XXIX. WAIVER OF DEFAULT OR BREACH

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

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

3
4 ALIGNED TELEHEALTH, INC.

5
6 BY: ^{DocuSigned by:} Dr. Mtin Nanda DATED: 4/16/2018
7 7C8CA1F68CD9487...
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9 TITLE: CEO

10
11 BY: _____ DATED: _____
12
13 TITLE: _____
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17 COUNTY OF ORANGE

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20 BY: _____ DATED: _____
21 HEALTH CARE AGENCY

22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27 BY: ^{DocuSigned by:} Eric Divine DATED: 4/16/2018
28 DEPUTY 74E886C1E6D4FD...
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35 If CONTRACTOR 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
37 the Agreement 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.

EXHIBIT A
 TO AGREEMENT FOR THE PROVISION OF PSYCHIATRY SERVICES FOR
 CORRECTIONAL HEALTH SERVICES PROGRAMS
 BETWEEN
 COUNTY OF ORANGE
 AND
 ALIGNED TELEHEALTH, INC.
 JULY 1, 2018 THROUGH JUNE 30, 2020

I. DEFINITIONS

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

A. “CHS” means the Health Care Agency’s Correctional Health Services program.

B. “CHS Liaison” means ADMINISTRATOR’S CHS designee assigned to act as liaison between CONTRACTOR and the Orange County Sheriff’s Department as well as with other CHS staff as necessary and appropriate.

C. “CHS Medical Director” means the Health Care Agency's Correctional Health Services Medical Director.

D. “Contracting Hospital” means a hospital that has executed a Hospital Services for the Correctional Health Services Programs Agreement with COUNTY.

E. “Contract Officers” means ADMINISTRATOR’S and CONTRACTOR’s designees, who shall administer this Agreement for the respective parties.

F. “County Health Care Professional” means physicians, nurses, health officers or other persons or classes of persons designated by ADMINISTRATOR’S Contract Officer to perform the treatment authorization functions specified in this Agreement.

G. “Custody Patient” means any of the following:

1. An Orange County Jail inmate referred to CONTRACTOR any CHS Program staff member or Deputy.

2. A minor brought to CONTRACTOR, for treatment, who is under the care and custody of the Orange County Probation Department pursuant to, or pending the filing of, a petition under the Welfare and Institutions Code.

H. “Deputy” means a sworn officer of the Orange County Sheriff’s Department.

I. “Fiscal Year” means the period from July 1 through the following June 30.

J. “Professional Services” means those Medical Services provided by Physicians or medical technicians with current training and a valid license or certificate, as appropriate, to act within the scope of their professional classification.

K. “JHS” means the Health Care Agency’s Juvenile Health Services Program.

1 L. “Medical Services” means any diagnostic, treatment, or supportive services, excluding TB
2 screenings, which are determined by ADMINISTRATOR to be medically necessary to protect life or
3 prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to
4 prevent serious deterioration of health. Medical Services include any service or examination authorized
5 in accordance with this Agreement.

6 M. Diagnosis means the definition of the nature of the client's disorder. When formulating the
7 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axis as specified in the
8 International Classification of Diseases (ICD) 10.

9 N. HIPAA means Health Insurance Portability and Accountability Act and refers to the federal law
10 that establishes standards for the privacy and security of health information, as well as standards for
11 electronic data interchange of health information. HIPAA law has two main goals, as its name implies:
12 making health insurance more portable when persons change employers, and making the health care
13 system more accountable for costs-trying especially to reduce waste and fraud.

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

17 1. Assessment means a service activity, which may include a clinical analysis of the history
18 and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues
19 and history, diagnosis and the use of testing procedures.

20 2 Therapy means a service activity which is a therapeutic intervention that focuses primarily
21 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
22 individual or group of beneficiaries.

23 P. Psychiatrist means an individual who meets the minimum professional and licensure
24 requirements set forth in CCR, Title 9, Section 623.

25
26 **II. INTERRUPTIONS IN SERVICE**

27 A. CONTRACTOR may be excused from providing services hereunder, or such portions thereof as
28 CONTRACTOR is incapable of performing, if it is prevented from providing or arranging for the
29 provision of services by reason of war, fire, insurrection, COUNTY labor matters, riots, lockdown of the
30 CHS Facilities, earthquakes, other acts of God, or other grave cause, as determined acceptable by
31 COUNTY.

32 1. To such extent it may be held harmless for damages suffered by COUNTY during such
33 interruption; provided, however, any obligation by COUNTY to pay CONTRACTOR may be reduced.

34 2. To the extent that any disruption of services in progress is the result of actions taken by
35 OCSD for security purposes, CONTRACTOR may be excused from providing services hereunder and
36 any obligation by COUNTY to pay CONTRACTOR shall not be affected.

37 //

1 B. If CONTRACTOR is unable to provide or arrange for the provision of a substantial portion of
 2 the services hereunder for twenty (20) consecutive calendar days, COUNTY may terminate all or a
 3 portion of this Agreement upon ten (10) calendar days prior written notice given at any time during or
 4 after such period to CONTRACTOR.

5
 6 **III. PAYMENTS**

7 A. The following budget for services provided in accordance with Paragraph IV of this Exhibit A
 8 to the Agreement is set forth for informational purposes only and may be adjusted by mutual written
 9 agreement of CONTRACTOR and ADMINISTRATOR; provided, however, that the total of all such
 10 adjustments shall not exceed the Maximum Obligation for each Period or COUNTY'S Total Maximum
 11 Obligation as specified on Page 4 of the Agreement, as adjusted in accordance with the Maximum
 12 Obligation Paragraph of this Agreement:

CATEGORY	PERIOD ONE	PERIOD TWO
Administration	\$ 106,500	\$ 106,500
Program	<u>1,063,200</u>	<u>1,063,200</u>
TOTAL	\$1,169,700	\$1,169,700

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 19 B. As compensation to CONTRACTOR for providing services in accordance with Paragraph IV of
 20 this Exhibit A to the Agreement, COUNTY shall pay CONTRACTOR monthly, at the following
 21 amounts for each Period; provided, however, that the total of all such monthly payments shall not
 22 exceed the Maximum Obligation for each Period or COUNTY'S Total Maximum Obligation as
 23 specified on Page 4 of the Agreement, as adjusted in accordance with the Maximum Obligation
 24 Paragraph of this Agreement:

CATEGORY	PERIOD ONE	PERIOD TWO
Administration	\$ 8,875	\$ 8,875
Program	<u>88,600</u>	<u>88,600</u>
TOTAL	\$97,475	\$97,475

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 31 C. CONTRACTOR'S invoice shall be on a form approved or supplied by ADMINISTRATOR and
 32 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
 33 calendar day of the month. Invoices received after the due date may not be paid within the same month.
 34 Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar
 35 days after receipt of the correctly completed invoice form.

36 //

1 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
2 with any provision of this Agreement.

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

6
7 **IV. PSYCHIATRY SERVICES**

8 A. Unless otherwise specified herein, the cost of all services provided in accordance with this
9 Paragraph IV shall be deemed included in COUNTY’S Maximum Obligation to CONTRACTOR for
10 each Period.

11 B. Psychiatric Services

12 1. CONTRACTOR shall provide on-site Psychiatric Services that include psychiatric
13 assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws
14 and regulations for adults only in the County’s Detention Facilities.

15 2. One-on-one psychiatric services shall include a minimum of one hundred twenty-eight
16 (128) hours per week to be determined by the County.

17 a. Contractor shall provide California licensed board certified psychiatrists and mental
18 health nurse practitioners to meet the County’s needs within this agreement.

19 3. Psychiatric services shall include but not be limited to:

20 a. A psychiatric evaluation, shall include a review of each patient’s medical and
21 psychiatric history, diagnosis, and be completed in accordance with the current ICD.

22 1) A treatment plan individualized for each specific patient, including initiating or
23 continuing psychiatric medications.

24 2) All encounters will be appropriately documented within the CHS electronic health
25 record.

26 b. Medication management will be conducted on a daily basis utilizing the existing
27 formulary which includes review and renewal, if necessary, of medications pending expiration;

28 c. Recommend additional laboratory and diagnostic services, when necessary for the
29 initiation and monitoring of psychiatric medication treatments.

30 d. Collaborate with custody staff to recommend appropriate custody housing, including
31 safety cell placement, mental health housing and hospitalization.

32 e. When assigned to mental health housing, participate in multi-discipline team meetings
33 as necessary.

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V. RECORDS

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

A. CONTRACTOR shall keep and maintain records of each service rendered to each Custody Patient, the Custody Patient to whom the service was rendered, the date the service was rendered, and such additional information as COUNTY may require.

B. All records and clinical notes performed in accordance with the Agreement shall be, and remain the property of COUNTY and shall not be removed or transferred from COUNTY except as permitted herein to be read by CONTRACTOR’s Physician.

1. It is understood that the standard physician medical records shall be and remain the property of CONTRACTOR and/or CONTRACTOR’s physicians and shall not be removed or transferred from CONTRACTOR and/or CONTRACTOR’s physicians except in accordance with applicable State and Federal statutes and regulations promulgated thereto. All written reports and documentation submitted to COUNTY in accordance with this Agreement shall be and remain the property of COUNTY and the parties acknowledge and agree that the physician medical record may contain duplicates of the reports and documentation submitted to COUNTY.

2. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of twenty-four (24) hours prior written notice from COUNTY, CONTRACTOR shall permit COUNTY to inspect and make copies of said records. Unannounced inspections, evaluations, or requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate due to the nature of the inspection or evaluation.

C. CONTRACTOR shall provide access by COUNTY to any medical records of Custody Patients in accordance with all applicable laws and regulations as they now exist or may hereafter be changed.

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

E. Maintenance of Files and Contract Close-Out

1. CONTRACTOR shall store and maintain at the very least within the State of California all medical and/or clinical records, both hardcopy and electronic, for a period of 10 years after the end of the contract, and shall make these records available upon request. CONTRACTOR shall provide ready access of all archived images, reports and examination results to authorized CHS medical staff via internet, electronic health record interface or downloaded files onto appropriate media.

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1 2. On completion or termination of contract, the CONTRACTOR shall return all records to
2 CHS within sixty (60) calendar days. CONTRACTOR shall provide CHS with an orderly schedule of
3 transferring records and have that schedule approved prior to the return of such records.

4 3. Upon completion or termination of the contract, CONTRACTOR shall forthwith return to
5 CHS all material constituting or containing confidential information. CONTRACTOR shall not
6 thereafter use, reproduce, or disclose such information to any third party.

7 F. Data and Documentation

8 1. All electronic data in accordance to services outlined in Paragraph IV of Exhibit A to this
9 Agreement shall remain the property of the County no matter where the data resides (i.e. cloud, internal
10 network, etc...). If data is stored in the cloud, the County must be listed as a co-owner with the vendor
11 on any contract with a cloud services vendor (i.e. Amazon, Rackspace, etc.) for the sole purpose of data
12 retrieval or service continuance in the event of dissolution. Vendor must maintain financial obligations
13 during the term of the contract.

14 2. In the event of dissolution, the County retains the right to enter into an agreement with
15 sub-contracted vendors for the sole purpose of moving data or continuance of services so that County
16 business is not impaired.

17
18 **VI. REPORTS**

19 A. CONTRACTOR shall provide the following reports appropriate to the services they provide:

20 1. Monthly utilization reports on Psychiatry and Telepsychiatry appointments, consisting of
21 patient and non-patient clinical encounters and analysis regarding volume trends.

22 2. Additional reports as clinical and utilization issues arise, and as requested by the County.

23 B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine
24 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the
25 nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to
26 respond.

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

29
30 **VII. RULES AND REGULATIONS**

31 In addition to the clauses contained in the contract, CONTRACTOR shall comply with the
32 following additional requirements.

33 A. Confidentiality of medical record information is essential and is required under the Health
34 Insurance Portability and Accounting Act of 1996, Public Law 104-191 HIPAA, Code of Federal
35 Regulations 42, Part 2; California Health and Safety Code Sections, 199.20, California Welfare and
36 Institution Code Section 5328.

37 //

1 B. CONTRACTOR shall ensure confidential information is disclosed in confidence and with the
2 understanding that it constitutes valuable business information developed by the County at great
3 expenditure of time, effort and money.

4 C. CONTRACTOR shall not release any confidential information for any purpose other than the
5 performance of their contract and understands that contract may be terminated for cause if unauthorized
6 confidential information is released.

7 D. CONTRACTOR shall comply with the background clearance required by OCSD for
8 subcontractors that require facility access.

9
10 **VIII. STAFFING**

11 A. CONTRACTOR shall provide all staffing and equipment necessary to provide on-site
12 psychiatric services at the designated Facilities.

13 B. CONTRACTOR, subcontractors and all CONTRACTOR employees, including future
14 employees hired during the term of this contract, who perform services at any designated Facilities will
15 be required to pass a thorough background investigation conducted by OCSD prior to the start of the
16 contract. Individuals who do not pass the background check will not be allowed access to any
17 designated Facilities or data with no exception.

18 C. CONTRACTOR shall require all support staff and subcontractors not assigned within a
19 designated facility with a business need to work within a designated facility to complete and maintain an
20 active security clearance conducted by OCSD. Security clearances must be renewed annually and allow
21 staff to be escorted within the facility to conduct necessary business.

22 D. Maintain required records for its employees and subcontractors, including verification of
23 credentials, current licensures, certificates, work schedules and make copies available for display at
24 work place.

25 E. Provide and maintain current listing of its facility assigned staff and shall advise the County of
26 any CONTRACTOR's staff changes, additions and terminations/separations within a reasonable time.
27 Any identification cards/keys issued to CONTRACTOR's staff to gain access to OCSD's Facilities shall
28 be surrendered to CHS Administration as soon as possible.

29
30 **IX. UTILIZATION REVIEW/QUALITY ASSURANCE**

31 A. Within forty-five (45) days of the effective date of this Agreement, representatives of
32 ADMINISTRATOR and CONTRACTOR shall meet and develop written Operating Procedures
33 covering Services specified in Paragraph IV of this Exhibit A to the Agreement. Such Operating
34 Procedures shall be mutually agreed to by both parties and shall address, but not be limited to, the
35 supervision and scheduling of Psychiatrists and Mental Health Nurse Practitioners, and other
36 CONTRACTOR staff operating within the CHS Facilities. Said Operating Procedures shall be reviewed
37 by both parties at least annually, as well upon the addition of any other Services to be provided by

1 CONTRACTOR. Any subsequent changes to the Operating Procedures shall be mutually agreed upon,
2 in writing, by both parties.

3 B. During Period One of this Agreement, representatives of CONTRACTOR and
4 ADMINISTRATOR, which shall include the Contract Officers, shall meet at least quarterly to discuss
5 CONTRACTOR's administrative and programmatic progress and performance.

6 C. CONTRACTOR shall participate in any CHS Utilization Review program and/or Quality
7 Assurance program for the review of all services provided pursuant to this Agreement.

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1 EXHIBIT B
2 TO AGREEMENT FOR THE PROVISION OF PSYCHIATRY SERVICES FOR
3 CORRECTIONAL HEALTH SERVICES PROGRAMS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ALIGNED TELEHEALTH, INC.
8 JULY 1, 2018 THROUGH JUNE 30, 2020
9

10 **I. SECURITY REQUIREMENTS AND GUIDELINES FOR APPLICATION VENDORS AND**
11 **APPLICATION SERVICE PROVIDERS**

12 A. Overview

13 1. This document provides a high-level overview of application security related guidelines and
14 requirements set forth by the Orange County Health Care Agency (OCHCA), and applies to both
15 software vendors for County-implemented applications and application service providers who provide
16 hosted services.

17 2. These requirements and guidelines are consistent with regulatory privacy and security
18 requirements and guidelines as well as supportive of OCHCA’s position and practices on risk
19 management in terms of appropriately safeguarding OCHCA’s information assets.

20 3. The sections below are comprehensive and may apply in whole or in part based on specific
21 implementation and scope of work. The expectation is that vendors will comply with relevant sections,
22 as necessary. This information will be reviewed, validated and documented by OCHCA Security prior to
23 any contract being finalized.

24 4. Vendors are required to comply with all existing legal and regulatory requirements as they
25 relate to OCHCA’s systems and data. Example of regulations, rules and laws include, but are not limited
26 to, the Health Insurance Portability and Accountability Act (HIPAA), Senate Bill 1386, Payment Card
27 Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX). Vendors must also commit to
28 ensuring compliance with all future local, state and federal laws and regulations related to privacy and
29 security as they pertain to the application or service.

30 B. General Security Requirements

31 1. The application/system must meet the general security standards based upon
32 ISO 17799 – Code of Practice for Information Security and ISO 27799 – Security Management in
33 Health Using ISO 17799.

34 2. The application must run on an operating system that is consistently and currently
35 supported by the operating systems vendor. Applications under maintenance are expected to always be
36 current in regards to the current version of the relevant operating system.

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1 3. For applications hosted by OCHCA, OCHCA will routinely apply patches to both the
2 operating system and subsystems as updated releases are available from the operating system vendor
3 and or any third party vendors. The vendors must keep their software current and compatible with such
4 updated releases in order for the application to operate in this environment.

5 4. Vendors must provide timely updates to address any applicable security vulnerabilities
6 found in the application.

7 5. OCHCA utilizes a variety of proactive, generally available, monitoring tools to assess and
8 manage the health and performance of the application server, network connectivity, power etc. The
9 application must function appropriately while the monitoring tools are actively running.

10 6. All application services must run as a true service and not require a user to be logged into
11 the application for these services to continue to be active. OCHCA will provide an account with the
12 appropriate security level to logon as a service, and an account with the appropriate administrative rights
13 to administer the application. The account password must periodically expire, as per OCHCA policies
14 and procedures.

15 7. In order for the application to run on OCHCA server and network resources, the application
16 must not require the end users to have administrative rights on the server or subsystems.

17 C. Encryption

18 1. Application/system must use encryption to protect sensitive data at rest wherever
19 technically possible (e.g. SQL TDE Encryption).

20 2. All data transmissions must be encrypted using a FIPS 140-2 certified algorithm, such as
21 Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the
22 network level. This requirement pertains to any regulated data in motion such as website access and file
23 transfers.

24 3. All electronic files, where applicable, that contain OCHCA data must be encrypted when
25 stored on any removable media or portable device (USB drives, CD/DVD, mobile phones, backup
26 tapes). The encryption must be a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard
27 (AES), with a 128bit key or higher.

28 4. All encryption methods used for data storage and transmission must be disclosed by the
29 vendors.

30 5. Encryption shall be used to protect data whenever technically possible.

31 D. Network Application Documentation

32 1. Vendors must provide documentation related to the configuration of the application
33 including methods of secure implementation and port requirements.

34 E. Access Management

35 1. Application/system must control access to and within the system at multiple levels (e.g. per
36 user, per user role, per area, per section of the chart) through a consistent mechanism of identification
37 and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.

1 2. Application/system must support measures to define, attach, modify and remove access
2 rights for all classes of users.

3 3. Application/system must support measures to enable and restrict access to the whole and/or
4 sections of the technology solution in accordance with prevailing consent and access rules.

5 4. Application must have the ability to create unique user accounts.

6 5. Application must support session timeouts or automatic logoff after 20 minutes of inactivity.

7 6. The application must provide functionality to automatically disable or lock accounts after
8 60 days of inactivity.

9 F. Password Management

10 1. Application must support password management measures including but not limited to
11 password expiration, account lockout and complex passwords.

12 2. Passwords expiration must be set to 90 days and the system must prevent the use of the
13 previous 4 passwords.

14 3. Accounts must be locked after five unsuccessful login attempts.

15 4. The password must be at least 8 characters in length and a combination of letters, numbers,
16 and special characters with at least 3 of the four following categories.

17 a. Uppercase letters (A through Z)

18 b. Lowercase letters (a through z)

19 c. Numeric digits (0 through 9)

20 d. Special Characters (! @ # \$ % ^ & etc.)

21 G. Audit Capabilities

22 1. Auditing and logging capabilities will permit HCA to identify, and possibly reverse,
23 unauthorized or unintended changes to application.

24 2. Application must support the identification of the nature of each access and/or modification
25 through the use of logging.

26 3. Application must employ audit capabilities to sufficiently track details that can establish
27 accountability for each step or task taken in a clinical or operational process.

28 4. All audit logs must be protected from human alteration.

29 5. Access to logs must be limited to authorized users.

30 6. The application must employ basic query tools and reports to easily search logs.

31 7. OCHCA record retention policies must be followed. Currently OCHCA requires that this
32 period be at least six years from the time the record was initiated.

33 8. Logging and auditing functionality must include the following:

34 a. Record of who did what to which object, when and on which system.

35 b. Successful/unsuccessful log-in and log-out of users.

36 c. Add, modify and delete actions on data/files/objects.

37 d. Read/view actions on data classified as restricted/confidential.

- e. Changes to user accounts or privileges (creation, modification, deletion).
- f. Switching to another users access or privileges after logging in (if applicable).

H. Protection from Malicious Code

- 1. For cloud hosted solutions, vendors must utilize antivirus/antispyware software on servers and monitor to prevent malicious code which may lead to a compromise of OCHCA’s data.
- 2. For local hosted solutions, vendors must ensure that the application appropriately supports the use of antivirus/antispyware software.

I. Remote Support Functionality

- 1. Provider must conform to OCHCA Vendor Remote Access Policy.

J. HCA Data Usage

- 1. During the course of any implementation and subsequent support and life cycle management, any OCHCA data that the vendors have access to in any manner shall be considered confidential unless otherwise designated in writing.
- 2. Vendors must not use or disclose OCHCA’s data other than as permitted or as required by contract or law.
- 3. The vendors must agree to use appropriate safeguards to prevent the unauthorized use or disclosure of OCHCA’s data during any time that the data is stored or transported in any manner by vendors.
- 4. After the end of any appropriate use of OCHCA’s data within the vendors’ possession, such data must be returned to OCHCA or securely destroyed unless otherwise permitted by contract or law.

K. Cloud Solutions

- 1. Application Service Providers hosting OCHCA data must meet the following additional requirements and are required to comply with and provide deliverables noted below:
 - a. SSAE 16. SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance certificate.
 - 2. Network Intrusion Detection and Prevention. All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.
 - 3. Workstation/Laptop Encryption. All workstations, laptops and mobile devices that process and/or store OCHCA data must be encrypted using full disk encryption that uses a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
 - 4. Jurisdiction and Location of OCHCA Data. To protect against seizure and improper use by non-United States (US) persons and government entities, all data / information stored and processed for OCHCA must reside in a facility under the legal jurisdiction of the US.
 - 5. Patch Management. All workstations, laptops, and other systems that access, process and/or store OCHCA data must have appropriate security patches installed. Application Service Providers must utilize a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, all applicable patches must be installed within 30 days of vendor release.

1 6. Application Access. All systems accessible via the internet must employ security controls
2 to prevent access to the application via an asset not approved or owned by the county.

3 7. Risk Assessment. Application Service Providers hosting data for HIPAA covered services
4 must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security
5 Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on
6 the latest version of NIST SP 800-30 ([http://csrc.nist.gov/publications/nistpubs/800-30-](http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf)
7 [rev1/sp800_30_r1.pdf](http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf)). Upon request, the Risk Assessment findings and remediation strategy must be
8 shared with OCHCA.

9 8. NIST. To ensure compliance with HIPAA, Application Service Providers shall implement
10 appropriate security safeguards by following National Institute of Standards and Technology (NIST)
11 guidelines.

12 L. Policies

13 1. Vendors must have formal, published IT security policies that address how they manage
14 and maintain the internal security posture of their own or sub-contracted infrastructure. The vendor shall
15 also clearly demonstrate that additional security features are in place to protect systems and data in the
16 unique environment of the service provider model: namely, security issues associated with storing
17 County-owned data on a remote server that is not under direct County control and the necessity of
18 transferring this data over an untrusted network.

19 2. Vendors must provide, to the extent permissible, all relevant security policies and
20 procedures to the County for review and validation. All documentation must be provided in electronic
21 format for the County’s review.

22 3. These policies must include, but not be limited to, the following:

23 a. IT Staff Usage Agreement. All vendor employees performing services for the County
24 must sign and agree to an IT usage agreement within their own organization as part of an overall
25 security training and awareness program. At a minimum, vendor employees must sign a statement of
26 understanding within their own organization regarding Internet dangers, IT security, and IT ethics and
27 best practices.

28 b. IT Security Policies and Procedures. The vendor shall provide its IT security policies
29 and procedures for review by the County.

30 c. IT Operations Security Policy. Written standards for operational security for any
31 facilities where the County data, staff or systems shall exist. These documents must include, but not be
32 limited to, physical security, network security, logical security, systems/platform security, wireless
33 access, remote access, and data protections.

34 d. Data Management Security Policy. Policy for the safeguarding and management of all
35 data provided by the County or accessed by vendor as part of implementation and ongoing maintenance.
36 This policy must, at a minimum, include check-in, check-out, copy control, audit logs and separation of
37 duties.

1 e. Security Incident Notification and Management Process. A detailed document that
2 outlines the contact names and order and escalation of events that will occur in the case of a security
3 breach concerning the County staff, data, or systems. This document must be updated immediately upon
4 any change. The vendor shall be held liable to the time-tables and protections outlined in the document.

5 4. In addition to developing, maintaining, and enforcing the above named policies, the vendor
6 must:

7 a. Bear the cost of compliance for any required changes to security infrastructure, policies
8 and procedures to comply with existing regulations, unless such change is unique to the County or
9 customarily paid for by the vendor's other customers.

10 b. Comply with reasonable requests by the County for audits of security measures,
11 including those related to identification and password administration.

12 c. Comply with reasonable requests by the County for onsite physical inspections of the
13 location from which the vendor provides services.

14 d. Provide the County with any annual audit summaries and certifications, including but
15 not limited to HIPAA, ISO or SOX audits, as applicable.

16 e. Designate a single point of contact to facilitate all IT security activities related to
17 services provided to the County, with the allowance of appropriate backups. Such contact(s) must be
18 available on a 7/24/365 basis.

19 M. Business Continuity / Disaster Recovery Plans

20 1. Application Service Providers must have a viable risk management strategy that is formally
21 documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This
22 BCP/DRP plan(s) must identify recovery strategies within the application service areas, outline specific
23 recovery methods and goals, and provide the mutually agreed upon recovery time and point objectives.

24 N. Backup and Restore

25 1. The vendor must provide their routine Backup and Restore policy and procedure which
26 includes their backup data security strategy. These procedures shall allow for protection of encryption
27 keys (if applicable) as well as a document media destruction strategy including media management tasks
28 (i.e., offsite vaulting and librarian duties).

29 O. Staff Verification

30 1. For any employee a vendor contemplates using to provide services for the County, the
31 vendor shall use its standard employment criteria as used for similar services provided to other
32 customers in evaluating the suitability of that employee for such roles. At a minimum, subject to the
33 requirements of applicable law, such criteria must include the information as outlined below for each
34 employee:

35 a. Relevant Skills, Licenses, Certifications, Registrations. Each service employee must
36 possess the educational background, work experience, skills, applicable professional licenses, and
37 related professional certifications commensurate with their position. The County may, at any time and at

1 its sole discretion, request that the vendor demonstrate compliance with this requirement as applicable to
2 the nature of the services to be offered by the vendor's employee. The County may, at its sole discretion,
3 also request the vendor's certification that the vendor employee has undergone a chemical/drug
4 screening, with negative results, prior to granting access to the County facilities.

5 b. Background Checks. In accordance with applicable law, the vendor must, at the
6 County's request, obtain as a condition of employment, a background investigation on any vendor
7 employee selected to work for the County. The security and background investigation shall include
8 criminal record checks, including records of any conviction in the U.S. or other relevant jurisdiction
9 where the employee resides. Costs for background investigations must be borne by the vendor.

10 c. At a minimum, subject to the requirements of applicable law, the vendor must:

11 1) Ensure that all vendor service employees performing applicable services or
12 supporting the vendor's duties and obligations under a County agreement: (i) have not been convicted of
13 any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws; and (ii) have not
14 been on any list published and maintained by the Government of the United States of America of
15 persons or entities with whom any United States person or entity is prohibited from conducting business.

16 2) Follow such verification procedures as may be reasonably specified by the County
17 from time to time. If either the vendor or the County becomes aware that any vendor employee has been
18 convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, or has been included
19 on any such list of persons or entities convicted of such crimes, then the vendor shall promptly remove
20 the employee from providing services to the County and prohibit that employee from entering any
21 facilities at which services are provided.

22 3) Annually certify to the County that, to the best of its knowledge, none of the
23 service employees have been convicted of any felony involving fraud, theft, dishonesty or a breach of
24 trust under any laws.

25 P. IT Physical Security and Access Control

26 1. The vendor must establish processes and procedures for physical access to and control of
27 their own facilities that are, at a minimum, consistent with relevant industry-specific best practices.

28 2. Vendor employees are expected to:

29 a. Comply with facility access procedures, using procedures such as sign-in/sign-out
30 requirements and use of assigned ID badges.

31 b. Scan ID badges, where applicable, at any secure door and/or entrance and exit gates,
32 including any door or gate that may already be open.

33 c. Refrain from using recordable media in conjunction with County-owned equipment.

34 d. Comply with check-in/check-out requirements for materials and/or equipment.

35 e. Adhere to the facility's established emergency, safety and evacuation procedures.

36 f. Report any unsafe conditions to the facility's safety representative.

37 //

1 g. Report any access violations or security threats to the facility's local security
2 administrator.

3 Q. IT Security Compliance and Training

4 1. The vendor must ensure that all vendor employees comply with security policies and
5 procedures and take all reasonable measures to reduce the opportunity for unauthorized access,
6 transmission, modification or misuse of the County's data by vendor employees.

7 2. The vendor must ensure that all vendor employees are trained on security measures and
8 practices. The vendor will be responsible for any costs related to such training.

9 a. At a minimum, the vendor is expected to:

10 1) Ensure that a formal disciplinary process is defined and followed for vendor
11 employees who violate established security policies and procedures.

12 2) Proactively manage and administer access rights to any equipment, software and
13 systems used to provide services to the County.

14 3) Define, maintain and monitor access controls, ranging from physical access to
15 logical security access, including a monthly review of vendor employees' access to systems used to
16 provide services to the County.

17 3. The vendor shall monitor facilities, systems and equipment to protect against unauthorized
18 access.

19 a. At a minimum, the vendor is expected to:

20 1) Monitor access to systems; investigate apparent security violations; and notify the
21 County of suspected violations, including routine reporting on hacking attempts, penetrations and
22 responses.

23 2) Maintain data access control and auditing software and provide adequate logging,
24 monitoring, and investigation of unusual or suspicious activity.

25 3) Initiate immediate corrective actions to minimize and prevent the reoccurrence of
26 attempted or actual security violations.

27 4) Document details related to attempted or actual security violations and provide
28 documentation to the County.

29 5) Provide necessary documentation and evidence to the County in connection with
30 any legal action or investigation.

31 R. Security Testing Recommendations

32 1. The vendor should perform a series of steps to verify the security of applications, some of
33 which are noted below. This section will not be validated by the County, but reflects best practices that
34 the vendor should consider and follow.

35 a. Look for vulnerabilities at various layers of the target environment. In the lowest layer,
36 the vendor's testing team should look for flaws in the target network environment, including any routers
37 and firewalls designed to control access to the web server and related target components. The team

1 | should attempt to determine whether such filters provide adequate protection at the network layer of the
2 | target hosts that the team can reach across the Internet.

3 | b. Look for flaws in the Internet-accessible hosts associated with the target infrastructure,
4 | including the web server. This host-based component of the test will analyze which network-accessible
5 | services are available on the target hosts across the Internet, including the web server process. The
6 | testing team should look for incorrect configuration, unpatched or enabled services, and other related
7 | problems on the target hosts.

8 | 1) This review performed by the vendor should include but not be limited to:

9 | a) The web application (i.e., the software that interacts with users at their web
10 | browsers; typically custom-crafted code created by the web development team)

11 | b) The web server application (the underlying software that sends and receives
12 | information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-
13 | source Apache software)

14 | c) Any separate backend application servers that process information from the
15 | web application

16 | d) The backend database systems that house information associated with the web
17 | application.

18 | e) Infrastructure diagrams.

19 | f) Configuration host review of settings and patch versions, etc.

20 | g) Full code review.

21 | h) Identification and remediation of well-known web server, code engine, and
22 | database vulnerabilities.

23 | i) Identification and remediation of any server and application administration
24 | flaws and an exploitation attempt of same.

25 | j) Analysis of user interface, normal application behavior, and overall application
26 | architecture for potential security vulnerabilities.

27 | k) Analysis of data communications between the application and databases or
28 | other backend systems.

29 | l) Manual analyses of all input facilities for unexpected behavior such as SQL
30 | injection, arbitrary command execution, and unauthorized data access.

31 | m) Analyses of user and group account authentication and authorization controls
32 | to determine if they can be bypassed.

33 | n) Identification of information leakage across application boundaries, including
34 | the capability to enumerate other users' data and "show code" weaknesses that reveal internal
35 | application logic.

36 | o) Identification of areas where error handling is insufficient or reveals too much
37 | sensitive information.

- 1 p) Identification of opportunities to write to the host file system or execute
- 2 uploaded files.
- 3 q) Identification of product sample files, application debugging information,
- 4 developer accounts or other legacy functionality that allows inappropriate access.
- 5 r) Determination as to whether or not fraudulent transactions or access can be
- 6 performed.
- 7 s) Attempts to view unauthorized data, especially data that should be confidential.
- 8 t) Examination of client-side cached files, temporary files, and other information
- 9 that can yield sensitive information or be altered and re-submitted.
- 10 u) Analysis of encoded and encrypted tokens, such as cookies, for weakness or
- 11 the ability to be reverse engineered.

12 S. Vendor Deliverables

13 1. The following items are to be provided by the vendor:

- 14 a. OCHCA Security Requirements and Guidelines for Application Vendors and
- 15 Application Service Providers - Questionnaire
- 16 b. Business Continuity Plan Summary (as related to service provided)
- 17 c. SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance certificate
- 18 d. Network Diagram that demonstrates vendor network and application segmentation
- 19 including the security controls in place to protect HCA data
- 20 e. IT Security Staff Usage Policy
- 21 f. IT Security Policies and Procedures
- 22 g. IT Operations Security Policy
- 23 h. Data Management Security Policy
- 24 i. Security Incident Notification and Management Process
- 25 j. Security Contact Identification (24x7x365)
- 26 k. Staff Related Items
 - 27 1) Pre-Employment Screening Policy/Procedure
 - 28 2) Background Checking Procedure
 - 29 3) Ongoing Employment Status Validation Process
 - 30 4) Staff Roster and Duties
- 31 l. Document and Intellectual Property Management Policies
- 32 m. Policies related to data, tapes, and resources that will be removed from County facilities
- 33 n. Vendor security test plan, test schedule and results
- 34 o. Vendor access control and log management plan
- 35 p. Vendor risk acceptance / compliance statement
- 36 q. Security Waiver form (if needed)

37 //

1 EXHIBIT C
2 TO AGREEMENT FOR THE PROVISION OF PSYCHIATRY SERVICES FOR
3 CORRECTIONAL HEALTH SERVICES PROGRAMS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ALIGNED TELEHEALTH, INC.
8 JULY 1, 2018 THROUGH JUNE 30, 2020
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.,
13 shall have the same meaning given to such terms under the Health Insurance Portability and
14 Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for
15 Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing
16 regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be
17 hereafter amended.

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

23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
24 terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as
25 defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and
26 activities pursuant to, and as set forth, in the Agreement.

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

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

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

1 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
2 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
3 pursuant to the Agreement.

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

35 4. "Designated Record Set" shall have the meaning given to such term under the
36 HIPAA Privacy Rule in 45 CFR § 164.501.

37 //

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

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

5 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
6 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
7 with 45 CFR § 164.502(g).

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

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

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

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

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

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

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

26 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
27 45 CFR § 160.103.

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

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

34 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
35 45 CFR § 160.103.

36 //
37 //

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

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

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

9 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
10 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or
11 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

22 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
23 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
24 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If
25 CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of
26 such information in an electronic format, CONTRACTOR shall provide such information in an
27 electronic format.

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

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

1 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
3 and to make information related to such Disclosures available as would be required for COUNTY to
4 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
5 45 CFR § 164.528.

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

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

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

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

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

32 16. The Parties acknowledge that federal and state laws relating to electronic data security and
33 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required
34 to provide for procedures to ensure compliance with such developments. The Parties specifically agree
35 to take such action as is necessary to implement the standards and requirements of HIPAA, the
36 HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of
37 PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with

COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

11 E. DATA SECURITY REQUIREMENTS

12 1. Personal Controls

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

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

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

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

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
5 which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must
6 be full disk unless approved by the 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
12 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
13 COUNTY 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
18 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the
19 premises” if it is only being transported from one of CONTRACTOR’s locations to another of
20 CONTRACTOR’s locations.

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

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

33 g. User IDs and Password Controls. All users must be issued a unique user name for
34 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
35 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
36 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
37 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

1 be a non-dictionary word. Passwords must not be stored in readable format on the computer.
2 Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if
3 revealed or compromised. Passwords must be composed of characters from at least three of the
4 following four groups from the standard keyboard:

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

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

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

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

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

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

34 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
36 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
37 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

1 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
2 website access, file transfer, and E-Mail.

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

7 3. Audit Controls

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

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

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

21 4. Business Continuity/Disaster Recovery Control

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

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

34 5. Paper Document Controls

35 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
36 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
37 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

1 that information is not being observed by an employee authorized to access the information. Such PHI
2 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
3 baggage on commercial airplanes.

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

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

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

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

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

25 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

1 3. CONTRACTOR’s notification shall include, to the extent possible:

2 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably

3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

4 b. Any other information that COUNTY is required to include in the notification to

5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or

6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day

7 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

8 1) A brief description of what happened, including the date of the Breach and the date

9 of the discovery of the Breach, if known;

10 2) A description of the types of Unsecured PHI that were involved in the Breach

11 (such as whether full name, social security number, date of birth, home address, account number,

12 diagnosis, disability code, or other types of information were involved);

13 3) Any steps Individuals should take to protect themselves from potential harm

14 resulting from the Breach;

15 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to

16 mitigate harm to Individuals, and to protect against any future Breaches; and

17 5) Contact procedures for Individuals to ask questions or learn additional information,

18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

19 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in

20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the

21 COUNTY.

22 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation

23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that

24 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required

25 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or

26 disclosure of PHI did not constitute a Breach.

27 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or

28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

29 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the

30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit

31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as

32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of

33 the Breach to COUNTY pursuant to Subparagraph F.2 above.

34 8. CONTRACTOR shall continue to provide all additional pertinent information about the

35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after

36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests

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1 for further information, or follow-up information after report to COUNTY, when such request is made
2 by COUNTY.

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

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

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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1 3. The Obligations of this Business Associate Contract shall survive the termination of the
2 Agreement.
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1 EXHIBIT D
2 TO AGREEMENT FOR THE PROVISION OF PSYCHIATRY SERVICES FOR
3 CORRECTIONAL HEALTH SERVICES PROGRAMS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ALIGNED TELEHEALTH, INC.
8 JULY 1, 2018 THROUGH JUNE 30, 2020
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
24 with performing the functions, activities and services specified in the Agreement on behalf of the
25 COUNTY.

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

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

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

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

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

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

12 B. TERMS OF AGREEMENT

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

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

35 1) Complying with all of the data system security precautions listed in Paragraph E of
36 the Business Associate Contract, Exhibit C to the Agreement; and

37 //

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

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

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

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

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

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
31 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
32 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such
33 breach to the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
37 //

1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract,
2 Exhibit C to the Agreement.

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

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