

1 AGREEMENT FOR PROVISION OF  
2 INTEGRATED COMMUNITY SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 SOUTHLAND INTEGRATED SERVICES, INC.  
7 JULY 1, 2018 THROUGH JUNE 30, 2019  
8

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

16 W I T N E S S E T H :  
17

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

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

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

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**TABLE OF CONTENTS**

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

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Table of Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	5
II. Alteration of Terms .....	6
III. Assignment of Debts.....	6
IV. Compliance .....	7
V. Confidentiality.....	10
VI. Cost Report.....	10
VII. Delegation, Assignment and Subcontracts.....	12
VIII. Employee Eligibility Verification .....	14
IX. Equipment .....	14
X. Facilities, Payments and Services.....	15
XI. Indemnification and Insurance .....	15
XII. Inspections and Audits .....	20
XIII. Licenses and Laws .....	21
XIV. Literature, Advertisements and Social Media.....	23
XV. Maximum Obligation.....	23
XVI. Minimum Wage Laws .....	23
XVII. Nondiscrimination.....	24
XVIII. Notices.....	26
XIX. Notification of Death .....	27
XX. Notification of Public Events and Meetings .....	28
XXI. Records Management and Maintenance .....	28
XXII. Research and Publication.....	29
XXIII. Severability.....	29
XXIV. Special Provisions .....	29
XXV. Status of Contractor .....	30
XXVI. Term .....	31
XXVII. Termination .....	31
XXVIII. Third Party Beneficiary .....	33
XXIX. Waiver of Default or Breach.....	33
Signature Page.....	34

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1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
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23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**TABLE OF CONTENTS**

<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
I. Common Terms and Definitions .....	1
II. Budget .....	5
III. Payments .....	6
IV. Quality Improvement .....	7
V. Reports.....	7
VI. Services .....	9
VII. Staffing .....	13
<b><u>EXHIBIT B</u></b>	
I. Business Associate Contract.....	1
<b><u>EXHIBIT C</u></b>	
I. Personal Information Privacy and Security Contract.....	1

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2018 through June 30, 2019

**Maximum Obligation:** \$ 1,197,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 16-867-7235

**CONTRACTOR TAX ID Number:** 95-3403526

**Notices to COUNTY and CONTRACTOR:**

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

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

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**I. ACRONYMS**

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

- 1 A. ARRA American Recovery and Reinvestment Act
- 2 B. AES Advanced Encryption Standard
- 3 C. ASRS Alcohol and Drug Programs Reporting System
- 4 D. BCP Business Continuity Plan
- 5 E. CCC California Civil Code
- 6 F. CCR California Code of Regulations
- 7 G. CD/DVD Compact Disc/Digital Video or Versatile Disc
- 8 H. CEO County Executive Office
- 9 I. CFR Code of Federal Regulations
- 10 J. CHHS California Health and Human Services Agency
- 11 K. CHPP COUNTY HIPAA Policies and Procedures
- 12 L. CHS Correctional Health Services
- 13 M. CIPA California Information Practices Act
- 14 N. CMPPA Computer Matching and Privacy Protection Act
- 15 O. COI Certificate of Insurance
- 16 P. D/MC Drug/Medi-Cal
- 17 Q. DHCS Department of Health Care Services
- 18 R. DoD US Department of Defense
- 19 S. DPFS Drug Program Fiscal Systems
- 20 T. DRP Disaster Recovery Plan
- 21 U. DRS Designated Record Set
- 22 V. E-Mail Electronic Mail
- 23 W. EHR Electronic Health Records
- 24 X. ePHI Electronic Protected Health Information
- 25 Y. FIPS Federal Information Processing Standards
- 26 Z. GAAP Generally Accepted Accounting Principles
- 27 AA. HCA Health Care Agency
- 28 AB. HHS Health and Human Services
- 29 AC. HIPAA Health Insurance Portability and Accountability Act of 1996, Public  
30 Law 104-191
- 31 AD. HSC California Health and Safety Code
- 32 AE. ID Identification
- 33 AF. IEA Information Exchange Agreement
- 34 AG. ISO Insurance Services Office

1	AH. MHP	Mental Health Plan
2	AI. NIST	National Institute of Standards and Technology
3	AJ. OCJS	Orange County Jail System
4	AK. OCPD	Orange County Probation Department
5	AL. OCR	Office for Civil Rights
6	AM. OCSD	Orange County Sheriff's Department
7	AN. OIG	Office of Inspector General
8	AO. OMB	Office of Management and Budget
9	AP. OPM	Federal Office of Personnel Management
10	AQ. PA DSS	Payment Application Data Security Standard
11	AR. PC	State of California Penal Code
12	AS. PCI DSS	Payment Card Industry Data Security Standard
13	AT. PHI	Protected Health Information
14	AU. PI	Personal Information
15	AV. PII	Personally Identifiable Information
16	AW. PRA	Public Record Act
17	AX. SIR	Self-Insured Retention
18	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	AZ. USC	United States Code
21	BA. WIC	State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

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

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

**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

1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
2 said persons, shall be immediately given to COUNTY.

3  
4 **IV. COMPLIANCE**

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

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

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

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

24 3. If CONTRACTOR does not provide proof of its own Compliance program to  
25 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR’s  
26 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the  
27 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
28 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program  
29 and Code of Conduct.

30 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
31 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall  
32 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to  
33 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
34 ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a  
35 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if  
36 CONTRACTOR’s proposed compliance program and code of conduct contain all required elements to  
37 the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of



1 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
 2 CONTRACTOR shall revise its compliance program and code of conduct to meet  
 3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 4 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
37 compliance training. ADMINISTRATOR shall provide instruction on group training completion while

1 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
2 CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

22  
23 **V. CONFIDENTIALITY**

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

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

34  
35 **VI. COST REPORT**

36 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
37 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance

1 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions  
2 Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between  
3 programs, cost centers, services, and funding sources in accordance with such requirements and  
4 consistent with prudent business practice, which costs and allocations shall be supported by source  
5 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
6 reasonable notice.

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

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

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

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

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

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

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
32 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
33 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
34 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
35 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
36 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
37 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)

1 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

16  
17 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
18 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
19 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
20 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
21 allowable and directly or indirectly related to the services provided and that this Cost  
22 Report is a true, correct, and complete statement from the books and records of  
23 (provider name) in accordance with applicable instructions, except as noted. I also  
24 hereby certify that I have the authority to execute the accompanying Cost Report.

25  
26 Signed \_\_\_\_\_  
27 Name \_\_\_\_\_  
28 Title \_\_\_\_\_  
29 Date \_\_\_\_\_"

30  
31 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

37 //

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

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

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

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

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

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

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

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

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



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

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

6  
7 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17  
18 **IX. EQUIPMENT**

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

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

36 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to  
37 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21  
22 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

34  
35 **XI. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
37 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special



1 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board  
2 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,  
3 including but not limited to personal injury or property damage, arising from or related to the services,  
4 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
5 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
6 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
7 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
8 request a jury apportionment.

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

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

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

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

34 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any  
35 duty to indemnify or hold harmless; and

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

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

8 F. QUALIFIED INSURER

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

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

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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 \$1,000,000 aggregate
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 agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

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

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

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

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

32 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
33 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
34 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
35 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this  
36 Agreement by COUNTY.

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

4 R. SUBMISSION OF INSURANCE DOCUMENTS

5 1. The COI and endorsements shall be provided to COUNTY as follows:  
6 a. Prior to the start date of this Agreement.  
7 b. No later than the expiration date for each policy.  
8 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
9 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

28  
29 **XII. INSPECTIONS AND AUDITS**

30 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
31 of the State of California, the Secretary of the United States Department of Health and Human Services,  
32 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
33 access to any books, documents, and records, including but not limited to, financial statements, general  
34 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
35 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
36 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
37 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all

1 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
2 premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

27  
28 **XIII. LICENSES AND LAWS**

29 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
30 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
31 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
32 required by the laws, regulations and requirements of the United States, the State of California,  
33 COUNTY, and all other applicable governmental agencies.

34 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

35 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
36 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
37 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the



1 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
2 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
3 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

- 17 1. ARRA of 2009.
- 18 2. WIC, Division 5, Community Mental Health Services.
- 19 3. WIC, Division 6, Admissions and Judicial Commitments.
- 20 4. WIC, Division 7, Mental Institutions.
- 21 5. HSC, §§1250 et seq., Health Facilities.
- 22 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 23 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 24 8. CCR, Title 17, Public Health.
- 25 9. CCR, Title 22, Social Security.
- 26 10. CFR, Title 42, Public Health.
- 27 11. CFR, Title 45, Public Welfare.
- 28 12. USC Title 42. Public Health and Welfare.
- 29 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 30 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 31 15. 42 USC §1857, et seq., Clean Air Act.
- 32 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 33 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 34 18. Policies and procedures set forth in Mental Health Services Act.
- 35 19. Policies and procedures set forth in DHCS Letters.
- 36 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

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

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

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

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

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

**XV. MAXIMUM OBLIGATION**

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

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

**XVI. MINIMUM WAGE LAWS**

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
2 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
3 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
4 Wage.

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

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

12  
13 **XVII. NONDISCRIMINATION**

14 A. EMPLOYMENT

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

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

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

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

35 5. All solicitations or advertisements for employees placed by or on behalf of  
36 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
37 for employment without regard to race, religious creed, color, national origin, ancestry, physical

1 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
2 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
3 shall be deemed fulfilled by use of the term EOE.

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

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

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

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

- 35 1. Whenever possible, problems shall be resolved informally and at the point of service.  
36 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

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1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
2 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

26  
27 **XVIII. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

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

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

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

11  
12 **XIX. NOTIFICATION OF DEATH**

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

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

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

23 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

**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 Client, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain Client, 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, Client 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, Clients 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.

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

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

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

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

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

20  
21 **XXII. RESEARCH AND PUBLICATION**

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

25  
26 **XXIII. SEVERABILITY**

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

32  
33 **XXIV. SPECIAL PROVISIONS**

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

- 36 1. Making cash payments to intended recipients of services through this Agreement.

37 //



1 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
2 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
3 use of appropriated funds to influence certain federal contracting and financial transactions).

4 3. Fundraising.

5 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
6 CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.

7 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing  
8 body for expenses or services.

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

12 7. Paying an individual salary or compensation for services at a rate in excess of the current  
13 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
14 Schedule may be found at [www.opm.gov](http://www.opm.gov).

15 8. Severance pay for separating employees.

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

18 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

32 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
33 CONTRACTOR’s clients.

34  
35 **XXV. STATUS OF CONTRACTOR**

36 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
37 wholly responsible for the manner in which it performs the services required of it by the terms of this

1 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
2 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
3 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
4 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR  
5 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
6 subcontractors as they relate to the services to be provided during the course and scope of their  
7 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
8 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner  
9 to be COUNTY’s employees.

10  
11 **XXVI. TERM**

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

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

20  
21 **XXVII. TERMINATION**

22 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days’  
23 written notice given the other party.

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

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

- 30 1. The loss by CONTRACTOR of legal capacity.
- 31 2. Cessation of services.
- 32 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to  
33 another entity without the prior written consent of COUNTY.
- 34 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
35 required pursuant to this Agreement.
- 36 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
37 this Agreement.

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 9. Provide written notice of termination of services to each client being served under this  
8 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
9 termination of services must also be provided to ADMINSTRATOR within the fifteen (15) calendar day  
10 period.

11 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
12 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
13

14 **XXVIII. THIRD PARTY BENEFICIARY**

15 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
16 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
17 Agreement.  
18

19 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 SOUTHLAND INTEGRATED SERVICES, INC.

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6 DocuSigned by:  
7 BY: Tricia Nguyen DATED: 4/19/2018  
8 0576B1ED8B35496...  
9 TITLE: Chief Executive Officer

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15 COUNTY OF ORANGE

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18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
19 HEALTH CARE AGENCY

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

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28 DocuSigned by:  
29 BY: Eric Divine DATED: 4/19/2018  
30 C4E3686C1E6D4FD...  
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
INTEGRATED COMMUNITY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
SOUTHLAND INTEGRATED SERVICES, INC.  
JULY 1, 2018 THROUGH JUNE 30, 2019

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**II. BUDGET**

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

ADMINISTRATIVE COST	
Indirect Costs	108,818
SUBTOTAL ADMINISTRATIVE COST	\$ 108,818
PROGRAM COST	
Salaries	\$ 614,640
Benefits	104,489
Services and Supplies	189,053
Subcontractor	180,000
SUBTOTAL PROGRAM COST	\$1,088,182
TOTAL GROSS COST	\$1,197,000
REVENUE	
MHSA	\$1,197,000
TOTAL REVENUE	\$1,197,000
TOTAL MAXIMUM OBLIGATION	\$1,197,000

B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

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

7  
8 **III. PAYMENTS**

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

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

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

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

33 B. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and  
34 provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)  
35 calendar day of the month. Invoices received after the due date may not be paid within the same month.  
36 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days  
37 after receipt of the correctly completed invoice.

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

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

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

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

11  
12 **IV. QUALITY IMPROVEMENT**

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

16 **Performance Outcome Measures**

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

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

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

31  
32 **V. REPORTS**

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

35 **B. FISCAL**

36 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
37 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR



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

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

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

19 D. PROGRAMMATIC

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

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

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

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

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

3  
4 **VI. SERVICES**

5 **A. FACILITY**

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

9  
10 9862 Chapman Avenue  
11 Garden Grove, CA 92841  
12

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

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

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

24 **C. SERVICES TO BE PROVIDED**

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

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

31 3. CONTRACTOR shall provide services to transitional age youth (ages eighteen [18] to  
32 twenty-five [25]), adults (ages twenty-six [26] to fifty-nine [59]), and older adults (ages over sixty  
33 [60+]).

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

36 5. CONTRACTOR shall ensure that the ADMINISTRATOR mental health team has every  
37 opportunity to be fully integrated in the existing primary care team in the community clinics which will

1 include, but is not limited to, one-on-one consultations, clinic treatment team meetings, Client case  
2 planning, and other services and as needed.

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

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

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

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

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

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

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

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

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

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

34 J. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance  
35 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of  
36 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a  
37 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's

1 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval  
2 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by  
3 ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

17 P. LOANED EQUIPMENT

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

21 2. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
22 inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon  
23 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to  
24 COUNTY.

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

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

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

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1 Q. DATA COLLECTION AND REPORTING

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

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

10  
 11 **VII. STAFFING**

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

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

25  
 26  
 27 B. CONTRACTOR shall provide a primary care team that consists of, but not limited to, a  
 28 California licensed Primary Care Physician, Registered Nurses, and MCCs.

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

31 //



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

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

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

11 5. CONTRACTOR shall provide behavioral health care at primary medical care community  
12 clinics and employ trained MHWPs who are supervised by licensed mental health staff.

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

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

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

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

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

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

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

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

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
INTEGRATED COMMUNITY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
SOUTHLAND INTEGRATED SERVICES, INC.  
JULY 1, 2018 THROUGH JUNE 30, 2019

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //



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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //



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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
36 that information is not being observed by an employee authorized to access the information. Such PHI  
37 //



1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
2 baggage on commercial airplanes.

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

37 //

1           3. CONTRACTOR’s notification shall include, to the extent possible:  
2           a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
3 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;  
4           b. Any other information that COUNTY is required to include in the notification to  
5 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
6 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day  
7 period set forth in 45 CFR § 164.410 (b) has elapsed, including:  
8           1) A brief description of what happened, including the date of the Breach and the date  
9 of the discovery of the Breach, if known;  
10           2) A description of the types of Unsecured PHI that were involved in the Breach (such  
11 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
12 disability code, or other types of information were involved);  
13           3) Any steps Individuals should take to protect themselves from potential harm  
14 resulting from the Breach;  
15           4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
16 mitigate harm to Individuals, and to protect against any future Breaches; and  
17           5) Contact procedures for Individuals to ask questions or learn additional information,  
18 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.  
19           4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
20 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
21 COUNTY.  
22           5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
23 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
24 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as  
25 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or  
26 disclosure of PHI did not constitute a Breach.  
27           6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
28 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.  
29           7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
30 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
31 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
32 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of  
33 the Breach to COUNTY pursuant to Subparagraph F.2. above.  
34           8. CONTRACTOR shall continue to provide all additional pertinent information about the  
35 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
36 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable  
37 //

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

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

7 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

17 1) The Disclosure is required by law; or

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

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

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

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

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

32 H. PROHIBITED USES AND DISCLOSURES

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

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

5 I. OBLIGATIONS OF COUNTY

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

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

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

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

17 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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1           3. The obligations of this Business Associate Contract shall survive the termination of the  
2 Agreement.  
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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
INTEGRATED COMMUNITY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
SOUTHLAND INTEGRATED SERVICES, INC.  
JULY 1, 2018 THROUGH JUNE 30, 2019

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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