

1 AGREEMENT FOR THE PROVISION OF
2 ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES
3 FOR CORRECTIONAL HEALTH SERVICES PROGRAMS
4 BETWEEN COUNTY OF ORANGE
5 AND ALIGNED TELEHEALTH, LLC
6 JULY 1, 2020 THROUGH JUNE 30, 2023
7

8 THIS AGREEMENT entered into this 1st day of July, 2020, is by and between the COUNTY OF
9 ORANGE, a political subdivision of State of California (COUNTY), and Aligned Telehealth, LLC
10 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as
11 “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange
12 Health Care Agency (ADMINISTRATOR).
13

14 **W I T N E S S E T H:**
15

16 WHEREAS, COUNTY published a Request for Application (RFA) for On-site Psychiatry and
17 Telepsychiatry Services; and

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of On-site
19 Psychiatry and Telepsychiatry Services to persons described herein; and

20 WHEREAS, CONTRACTOR agrees to provide certain On-site Psychiatry and Telepsychiatry
21 Services specified herein at one or more of COUNTY’S jails; and

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

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

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3 **Term:** July 1, 2020 through June 30, 2023

4 Period One means the period from July 1, 2020 through June 30, 2021

5 Period Two means the period from July 1, 2021 through June 30, 2022

6 Period Three means the period from July 1, 2022 through June 30, 2023

7
8
9 **Maximum Obligation:** Period One Amount Not to Exceed: \$ 3,548,160
10 Period Two Amount Not to Exceed: \$ 3,548,160
11 Period Three Amount Not to Exceed: \$ 3,548,160
12 TOTAL AMOUNT NOT TO EXCEED: \$ 10,644,480

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14
15 **Basis for Reimbursement:** Fee-for-Service

16 **Payment Method:** Monthly in Arrears

17
18
19 **CONTRACTOR DUNS Number:** 10-733-0822

20
21 **CONTRACTOR TAX ID Number:** 84-3424129

22
23
24 **Notices to COUNTY and CONTRACTOR:**

25
26 **COUNTY:** County of Orange
27 Health Care Agency
28 Medical & Correctional Health Services Operations
29 405 West 5th Street, 7th Floor
30 Santa Ana, CA 92701-4637

31
32 **CONTRACTOR:** Miles Kramer, Executive Vice President
33 Aligned Telehealth, LLC
34 6200 Canoga Ave, Suite 350
35 Woodland Hills, CA 91367
36 mkramer@alignedth.com
37 (970) 397-7683

I. ACRONYMS

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

4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. D/MC	Drug/Medi-Cal
13	J. DHCS	Department of Health Care Services
14	K. DPFS	Drug Program Fiscal Systems
15	L. DRS	Designated Record Set
16	M. HCA	Health Care Agency
17	N. HHS	Health and Human Services
18	O. HIPAA	Health Insurance Portability and Accountability Act
19	P. HSC	California Health and Safety Code
20	Q. MHP	Mental Health Plan
21	R. OCJS	Orange County Jail System
22	S. OCPD	Orange County Probation Department
23	T. OCR	Office for Civil Rights
24	U. OCSD	Orange County Sheriff's Department
25	V. OIG	Office of Inspector General
26	W. OMB	Office of Management and Budget
27	X. OPM	Federal Office of Personnel Management
28	Y. PADSS	Payment Application Data Security Standard
29	Z. PC	State of California Penal Code
30	AA. PHI	Protected Health Information
31	AB. PII	Personally Identifiable Information
32	AC. PRA	Public Record Act
33	AD. USC	United States Code
34	AE. WIC	State of California Welfare and Institutions Code
35	AF. HITECH Act	Health Information Technology for Economic and Clinical Health

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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits 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 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

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

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

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own compliance program to
3 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
4 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty
5 (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will
6 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
7 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
8 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or

1 CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if
2 CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

24
25 **V. CONFIDENTIALITY**

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

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

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VI. CONFLICT OF INTEREST

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

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an

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1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
2 subparagraph shall be void.

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

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

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

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

19 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
20 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
21 subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR
22 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

31 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status
32 with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is
33 also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation
34 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
35 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County
36 that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be
37 required to provide this information without prompting from COUNTY any time there is a change in

1 CONTRACTOR’s name, conflict of interest or litigation status, CONTRACTOR must also provide an
2 update to COUNTY of its status in these areas whenever requested by COUNTY.

3
4 **VIII. DISPUTE RESOLUTION**

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

9 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
10 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving
11 this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

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

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

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

25 D. This Agreement has been negotiated and executed in the State of California and shall be governed
26 by and construed under the laws of the State of California. In the event of any legal action to enforce or
27 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located
28 in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
29 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
30 agree to waive any and all rights to request that an action be transferred for adjudication to another county.

31
32 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

33 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
34 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
35 consultants performing work under this Agreement meet the citizenship or alien status requirements set
36 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
37 subcontractors, and consultants performing work hereunder, all verification and other documentation of

1 employment eligibility status required by federal or state statutes and regulations including, but not
 2 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist
 3 and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 4 covered employees, subcontractors, and consultants for the period prescribed by the law.

5 6 **X. EXPENDITURE REPORT**

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

11 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
 12 of this Agreement.

13 14 **XI. FACILITIES, PAYEMENTS AND SERVICES**

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

20 B. CONTRACTOR agrees not to transfer any County data across a country border. CONTRACTOR
 21 shall perform all services required under this Contract within the United States and must not access
 22 County data from outside the United States.

23 24 **XII. INDEMNIFICATION AND INSURANCE**

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

35 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 36 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
 37 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.

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

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

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

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

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

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

28 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
29 Agreement, COUNTY may terminate this Agreement.

30 F. QUALIFIED INSURER

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

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

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

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

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

30 O. Insurance certificates should be forwarded to the agency/department address listed on the
31 contract.

32 P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
33 days of notification by CEO/Purchasing or the agency/department purchasing division, Contract may be
34 terminated.

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

3 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
4 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
5 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
6 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
7 to all legal remedies.

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

11 T. SUBMISSION OF INSURANCE DOCUMENTS

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

- 13 a. Prior to the start date of this Agreement.
- 14 b. No later than the expiration date for each policy.
- 15 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
16 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

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XIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

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XIV. LICENSES AND LAWS

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

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

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

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XVI. 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 funding for this Agreement.

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

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

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

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

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

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or

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1 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
2 for training, including apprenticeship.

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

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

9 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
10 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
11 without regard to 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. Such requirements shall be deemed
14 fulfilled by use of the term EOE.

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

20 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
21 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
22 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
23 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
24 age, sexual orientation, or military and veteran status in accordance with
25 Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688;
26 Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
27 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
28 Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
29 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
30 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.
31 For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the
32 following based on one or more of the factors identified above:

- 33 1. Denying a client or potential client any service, benefit, or accommodation.
- 34 2. Providing any service or benefit to a client which is different or is provided in a different
35 manner or at a different time from that provided to other clients.
- 36 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
37 others receiving any service or benefit.

1 4. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

30
31 **XIX. NOTICES**

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

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

37 2. When faxed, transmission confirmed;

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

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

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

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

15
16 **XX. NOTIFICATION OF DEATH**

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

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

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

28 2. WRITTEN NOTIFICATION

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

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

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

5 6 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

14 15 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

29 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
30 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
31 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
32 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
35 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
36 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
37 regulation, and copy ADMINISTRATOR on such notifications.

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

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

8
9 **XXIII. RESEARCH AND PUBLICATION**

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

13
14 **XXIV. SEVERABILITY**

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

20
21 **XXV. SPECIAL PROVISIONS**

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

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

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

4 8. Severance pay for separating employees.

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

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

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

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

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

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

15
16 **XXVI. STATUS OF CONTRACTOR**

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

27
28 **XXVII. TERM**

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

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

37 //

XXVIII TERMINATION

1
2 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
3 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the
4 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet
5 goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as
6 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
7 and/or the Agreement could be terminated.

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

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

24 C. CONTINGENT FUNDING

- 25 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 26 a. The continued availability of federal, state and county funds for reimbursement of
27 COUNTY’s expenditures, and
 - 28 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
29 approved by the Board of Supervisors.
- 30 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
31 terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given
32 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,
33 CONTRACTOR shall not be obligated to accept the renegotiated terms.

34 D. In the event this Agreement is suspended or terminated prior to the completion of the term as
35 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
36 sole discretion, reduce the Maximum Obligation of this Agreement to be consistent with the reduced term
37 of the Agreement.

1 E. In the event this Agreement is terminated CONTRACTOR shall do the following:

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

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

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

8 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
9 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
10 orderly transfer.

11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
12 Client's best interests.

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

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

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

23 9. Provide written notice of termination of services to each Client being served under this
24 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
26 day period.

27 F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written
28 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
29 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

30
31 **XXIX. THIRD PARTY BENEFICIARY**

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

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XXX WAIVER OF DEFAULT OR BREACH

1
2 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
3 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
4 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
5 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
6 Agreement.

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

3 ALIGNED TELEHEALTH, LLC

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5 DocuSigned by:
6 BY: Bradford Gay DATED: 4/30/2020
7 3F82E68128274E3...

8 TITLE: President

9
10 DocuSigned by:
11 BY: Mtin Nanda DATED: 4/30/2020
12 7C8CA1F68CD9487...

13 TITLE: CEO

14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

21
22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA

26 DocuSigned by:
27 BY: Brittany Mclean DATED: 4/30/2020
28 DE 9713A4081D4343D...

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31
32
33
34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
35 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If
36 the Agreement is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required.

1 EXHIBIT A
2 TO THE AGREEMENT FOR THE PROVISION OF
3 ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES
4 FOR CORRECTIONAL HEALTH SERVICES PROGRAMS
5 BETWEEN COUNTY OF ORANGE
6 AND ALIGNED TELEHEALTH, LLC
7 JULY 1, 2020 THROUGH JUNE 30, 2023

8
9 **I. DEFINITIONS**

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

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

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

16 C. “CHS Medical Director” means the Health Care Agency’s Correctional Health Services Medical
17 Director.

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

25
26 **II. INTERRUPTIONS IN SERVICE**

27 A. CONTRACTOR may be excused from providing services hereunder, or such portions thereof as
28 CONTRACTOR is incapable of performing, if CONTRACTOR is prevented from providing or arranging
29 for the provision of services by reason of war, fire, insurrection, COUNTY labor matters, riots, lockdown
30 of the CHS Facilities, earthquakes, other acts of God, or other grave cause beyond CONTRACTOR’s
31 reasonable control, as determined acceptable by COUNTY; provided CONTRACTOR gives written
32 notice of the cause of its inability to perform to COUNTY within thirty-six (36) hours of the start of the
33 cause of its inability to perform and CONTRACTOR avails itself of any available remedies to resume
34 performance and minimize the effects of its inability to perform.

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

37 //

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

4 3. The excused performance in no event excuses CONTRACTOR’s other obligations under this
 5 Agreement.

6 B. Notwithstanding the foregoing, in no event will CONTRACTOR’s performance be excused for
 7 shutdowns, disruptions, or malfunctions of CONTRACTOR’s network or any of CONTRACTOR’s
 8 telecommunication or internet services other than as a result of general and widespread internet or
 9 telecommunication failures that are not limited to CONTRACTOR.

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

14
 15 **III. PAYMENTS**

16 A. For reimbursement of Psychiatry and Telepsychiatry services provided in accordance with
 17 Paragraph III of this Exhibit A to the Agreement, CONTRACTOR shall submit its invoices to
 18 ADMINISTRATOR. CONTRACTOR's invoice shall be on a form approved or supplied by
 19 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Payments to
 20 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
 21 the correctly completed invoice form.

22 B. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee for service at the following
 23 rates:

<u>Service Description</u>	<u>Rate</u>
On-site Psychiatry – Board Eligible/Board Certified Psychiatrist	\$295 per hour
On-site Psychiatry – Board Certified Nurse Practitioner	\$175 per hour
Telepsychiatry – Board Eligible/Board Certified Psychiatrist	\$265 per hour

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 30 a. Provided, however, the total of such payments does not exceed COUNTY’s Maximum
 31 Obligation and, provided further, CONTRACTOR’s costs are reimbursable pursuant to County, state, and
 32 federal regulations.

33 C. CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing
 34 and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification
 35 of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide
 36 ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed,
 37 collected, transferred to a collection agency or deemed by CONTRACTOR to be uncollectible.

1 D. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source
2 documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating
3 costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and
4 records of services provided.

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

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

10
11 **IV. ON-SITE PSYCHIATRY SERVICES**

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

15 B. Psychiatric Services

16 1. CONTRACTOR shall provide on-site Psychiatric Services that include psychiatric
17 assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws
18 and regulations for adults only in COUNTY’s Detention Facilities.

19 2. CONTRACTOR shall meet minimum hours required for one-on-on psychiatry services as
20 determined by ADMINISTRATOR.

21 a. CONTRACTOR shall provide California licensed board eligible or board certified
22 psychiatrists and board certified mental health nurse practitioners to meet COUNTY ‘s needs within this
23 Agreement. Board eligible psychiatrists shall obtain certification within one (1) year.

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

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

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

29 2) All encounters will be appropriately documented within the CHS electronic health
30 record.

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

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

35 d. Collaborate with healthcare and custody staff to recommend appropriate custody
36 housing, including safety cell placement, mental health housing and hospitalization.

37 //

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

3 f. ADMINISTRATOR retains authority to assign schedules and work locations based upon
4 operational need.

5 g. Participate in meetings, workgroups or other duties that fall within the scope of licensure
6 to assist with continuity of operations within the correctional environment.

7
8 **V. TELEPSYCHIATRY SERVICES**

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

12 B. Telepsychiatry Services

13 1. CONTRACTOR shall provide remote Telepsychiatric Services that include psychiatric
14 assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws
15 and regulations for adults only in COUNTY’s Detention Facilities.

16 2. CONTRACTOR shall meet minimum hours required for one-on-on telepsychiatry services
17 as determined by ADMINISTRATOR.

18 a. CONTRACTOR shall provide California licensed board eligible and board certified
19 psychiatrists to meet COUNTY’s needs within this Agreement. Board eligible psychiatrists shall obtain
20 certification within one (1) year.

21 3. Telepsychiatric services shall include but not be limited to:

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

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

26 2) All encounters will be appropriately documented within the CHS electronic health
27 record;

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

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

32 d. Collaborate with healthcare and custody staff to recommend appropriate custody
33 housing, including safety cell placement, mental health housing and hospitalization.

34 e. Participate in multi-discipline team meetings as necessary

35 1) For network issues that prevent telepsychiatry services from occurring:

36 //

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1 a. Psychiatrists shall be available to provide telephone orders for prescribing medications
2 that have been verified by CHS staff, as well as determining housing and other orders necessary to provide
3 appropriate services to individuals with mental health needs.

4 b. For network issues that occur on 3 consecutive days or 3 times in one month period that
5 prohibit performance of telepsychiatry services would constitute a material breach of the contract.

6
7 **VI. RECORDS**

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

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

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

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

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

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

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

35 F. Maintenance of Files and Contract Close-Out

36 1. CONTRACTOR shall store and maintain at the very least within the State of California all
37 medical and/or clinical records, both hardcopy and electronic, for a period of 10 years after the end of the

1 Agreement, and shall make these records available upon request. CONTRACTOR shall provide ready
2 access of all archived images, reports and examination results to authorized CHS medical staff via internet,
3 electronic health record interface or downloaded files onto appropriate media.

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

7 3. Upon completion or termination of the Agreement, CONTRACTOR shall forthwith return to
8 CHS all material constituting or containing confidential information. CONTRACTOR shall not thereafter
9 use, copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such information to any third
10 party.

11 G. Data and Documentation

12 1. All electronic data in accordance to services outlined in Paragraph IV of Exhibit A to this
13 Agreement shall remain the property of COUNTY no matter where the data resides (i.e. cloud, internal
14 network, etc.). If data is stored in the cloud, COUNTY must be listed as a co-owner with CONTRACTOR
15 on any contract with a cloud services vendor (i.e. Amazon, Rackspace, etc.) for the sole purpose of data
16 retrieval or service continuance in the event of CONTRACTOR's failure to perform under this
17 Agreement. CONTRACTOR must maintain financial obligations of such contracts during the term of the
18 Agreement.

19 2. In the event of dissolution, COUNTY has the right to enter into an agreement with sub-
20 contracted contractors for the sole purpose of moving data or continuance of services so that COUNTY
21 business is not impaired, the determination of which is in the sole discretion of COUNTY.

22
23 **VII. REPORTS**

24 A. CONTRACTOR shall provide the following reports appropriate to the services CONTRACTOR
25 provides:

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

28 2. Monthly availability reports on Psychiatry services that itemizes contract hours prescribed
29 by ADMINISTRATOR but not performed by CONTRACTOR, including dates and hours of non-
30 performance and whether the non-performance is due to an event described in Paragraph II above.

31 3. Monthly availability reports on Telepsychiatry services that sets out CONTRACTOR
32 network downtime resulting in contract hours prescribed by ADMINISTRATOR but unperformed by
33 CONTRACTOR. The reports should indicate the reason for the network downtime, whether the network
34 downtime is due to an event described in Paragraph II above, the date the downtime occurred, the length
35 of the downtime, and the actions taken to limit such cause of the network downtime in the future. Further,
36 the reports should indicate whether and to what extent Psychiatrists were available to perform services
37 pursuant to Paragraph V., subparagraph B(3)(f)(1).

- 4. Additional reports as clinical and utilization issues arise, and as requested by COUNTY.
- B. ADMINISTRATOR may request reasonable reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond.
- C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

VIII. RULES AND REGULATIONS

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

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

B. CONTRACTOR shall ensure confidential information is only disclosed to the extent disclosure is required for CONTRACTOR to perform the services under this Agreement, in confidence and with the understanding that the confidential information constitutes valuable business information developed by COUNTY at great expenditure of time, effort and money.

C. CONTRACTOR shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, any confidential information to third parties other than employees, agents, or subcontractors who require the confidential information for performance of this Agreement and will not use such confidential information for any purpose other than for performance of this Agreement. CONTRACTOR shall immediately report to COUNTY any and all unauthorized disclosures or uses of confidential information or suspected or threatened unauthorized disclosures or uses of confidential information of which CONTRACTOR or CONTRACTOR’s employees, agents and/or subcontractors is aware or has knowledge or reasonable belief. CONTRACTOR understands that this Agreement may be terminated for cause if unauthorized confidential information is released.

D. CONTRACTOR shall promptly notify COUNTY of any request or demand by any court, governmental agency or other person asserting a demand or request for any confidential information to which CONTRACTOR may have access, so that COUNTY may seek an appropriate protective order.

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

IX. STAFFING

A. CONTRACTOR shall provide all staffing and equipment necessary to provide psychiatric and telepsychiatric services at any County designated Facilities.

1 1. Psychiatry Services shall be provided by staff specified in accordance with the Psychiatry
2 Services Paragraph of this Exhibit A to the Agreement.

3 a. Facility and/or work assignment may change at ADMINISTRATOR’s discretion.

4 2. Telepsychiatry Services shall be provided by staff specified in accordance with the
5 Telepsychiatry Services Paragraph of this Exhibit A to the Agreement.

6 B. CONTRACTOR, subcontractors and all CONTRACTOR employees, including future employees
7 hired during the term of this Agreement, who perform services at any designated Facilities must pass a
8 thorough background investigation conducted by OCSD before the start of the Agreement or before the
9 start of performance under this Agreement by any subcontractor or CONTRACTOR employee.
10 Individuals who do not pass the background check are not allowed access to any designated Facilities or
11 data with no exception.

12 C. CONTRACTOR shall require all support staff and subcontractors not assigned within a
13 designated Facility but with a business need to work within a designated Facility to complete and maintain
14 an active security clearance conducted by OCSD. Security clearances allow staff to be escorted within
15 the designated Facility to conduct necessary business. Security clearances must be renewed annually.

16 D. CONTRACTOR shall maintain required records for its employees and subcontractors, including
17 verification of credentials, current licensures, certificates, work schedules and make copies available for
18 display at work place.

19 E. CONTRACTOR shall provide and maintain current listing of its designated Facility assigned
20 staff and shall advise ADMINISTRATOR of any of CONTRACTOR’s staff changes, additions and
21 terminations/separations within a reasonable period of time from the date of such changes, additions and
22 terminations/separations. Any identification cards/keys issued to CONTRACTOR’s staff to gain access
23 to OCSD’s Facilities shall be surrendered to CHS Administration as soon as possible after the staff is no
24 longer assigned to a designated Facility.

25 F. Contractor shall prioritize using psychiatrists and nurse practitioners who are available on
26 consistent days and hours to promote continuity of care.

27 G. Contractor shall ensure availability of back up staff, all of whom must have a security clearance,
28 to minimize any unavailability of CONTRACTOR to perform services under the Agreement.

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

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

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

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

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1 EXHIBIT B
2 TO THE AGREEMENT FOR THE PROVISION OF
3 ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES
4 FOR CORRECTIONAL HEALTH SERVICES PROGRAMS
5 BETWEEN COUNTY OF ORANGE
6 AND ALIGNED TELEHEALTH, LLC
7 JULY 1, 2020 THROUGH JUNE 30, 2023
8

9 **I. BUSINESS ASSOCIATE CONTRACT**

10 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered
34 entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of
35 this Business Associate Contract and the applicable standards, implementation specifications, and
36 requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
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1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
2 pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

22 b. Except as provided in paragraph (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. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy
34 Rule in 45 CFR § 164.501.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
7 creates, 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 Paragraph E below and as
14 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 through
17 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 Designated Record Set, to COUNTY or, as directed by
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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

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

6 13. 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 and
11 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
12 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY
13 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
14 COUNTY. CONTRACTOR shall follow generally accepted system security principles and the
15 requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

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

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

22 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the County
33 Privacy Officer.

34 a. CONTRACTOR’S notification may be oral, but shall be followed by written notification
35 within 24 hours of the oral notification.

36 3. CONTRACTOR’S notification shall include, to the extent possible:

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

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

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

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

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

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

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

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

20 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
21 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
22 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by
23 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of
24 PHI did not constitute a Breach.

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

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

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

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

5 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

27 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
28 required by law.

29 G. OBLIGATIONS OF COUNTY

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

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

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

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

6 H. BUSINESS ASSOCIATE TERMINATION

7 1. Upon COUNTY'S knowledge of a material breach or violation by CONTRACTOR of the
8 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

26 3. The obligations of this Business Associate Contract shall survive the termination of the
27 Agreement.

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1 EXHIBIT C
2 TO THE AGREEMENT FOR THE PROVISION OF
3 ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES
4 FOR CORRECTIONAL HEALTH SERVICES PROGRAMS
5 BETWEEN COUNTY OF ORANGE
6 AND ALIGNED TELEHEALTH, LLC
7 JULY 1, 2020 THROUGH JUNE 30, 2023
8

9 **I. INFORMATION PRIVACY AND SECURITY REQUIREMENTS**

10 A. This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act
11 Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security
12 requirements CONTRACTOR is obligated to follow with respect to all personal and confidential
13 information (as defined herein) disclosed to CONTRACTOR, or collected, created, maintained, stored,
14 transmitted or used by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's
15 agreement with COUNTY. (Such personal and confidential information is referred to herein collectively
16 as "COUNTY PCI".) COUNTY and CONTRACTOR desire to protect the privacy and provide for the
17 security of COUNTY PCI pursuant to this Exhibit and in compliance with state and federal laws applicable
18 to the COUNTY PCI.

19 1. Order of Precedence: With respect to information privacy and security requirements for all
20 COUNTY PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms
21 or conditions set forth in any other part of the agreement between CONTRACTOR and COUNTY,
22 including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over
23 any such conflicting terms or conditions.

24 2. Effect on lower tier transactions: The terms of this Exhibit shall apply to all subcontracts, and
25 the information privacy and security requirements CONTRACTOR is obligated to follow with respect to
26 COUNTY PCI disclosed to CONTRACTOR, or collected, created, maintained, stored, transmitted or used
27 by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's agreement with
28 COUNTY. When applicable the CONTRACTOR shall incorporate the relevant provisions of this Exhibit
29 into each subcontract or to its agents, subcontractors, or independent consultants.
30

31 **II. DEFINITIONS**

32 A. For purposes of the agreement between CONTRACTOR and COUNTY, including this Exhibit,
33 the following definitions shall apply:

34 1. "Breach" means:

35 a. the unauthorized acquisition, access, use, or disclosure of COUNTY PCI in a manner
36 which compromises the security, confidentiality or integrity of the information; or
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1 b. the same as the definition of "breach of the security of the system" set forth in California
2 Civil Code section 1798.29(f).

3 2. "Confidential information" means information that:

4 a. does not meet the definition of "public records" set forth in California Government Code
5 section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the
6 California Government Code or any other applicable state or federal laws; or

7 b. is contained in documents, files, folders, books or records that are clearly labeled, marked
8 or designated with the word "confidential" by COUNTY.

9 3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner
10 of information outside the entity holding the information.

11 4. "PCI" means "personal information" and "confidential information" (as these terms are
12 defined herein:

13 5. "Personal information" means information, in any medium (paper, electronic, oral) that:

14 a. directly or indirectly collectively identifies or uniquely describes an individual; or
15 b. could be used in combination with other information to indirectly identify or uniquely
16 describe an individual, or link an individual to the other information; or

17 c. meets the definition of "personal information" set forth in California Civil Code section
18 1798.3, subdivision (a) or

19 d. is one of the data elements set forth in California Civil Code section 1798.29, subdivision
20 (g)(1) or (g)(2); or

21 e. meets the definition of "medical information" set forth in either California Civil Code
22 section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision U); or

23 f. meets the definition of "health insurance information" set forth in California Civil Code
24 section 1798.29, subdivision (h)(3); or

25 g. is protected from disclosure under applicable state or federal law.

26 6. "Security Incident" means:

27 a. an attempted breach; or

28 b. the attempted or successful unauthorized access or disclosure, modification or
29 destruction of COUNTY PCI, in violation of any state or federal law or in a manner not permitted under
30 the agreement between CONTRACTOR and COUNTY, including this Exhibit; or

31 c. the attempted or successful modification or destruction of, or interference with,
32 CONTRACTOR's system operations in an information technology system, that negatively impacts the
33 confidentiality, availability or integrity of COUNTY PCI; or

34 d. any event that is reasonably believed to have compromised the confidentiality, integrity,
35 or availability of an information asset, system, process, data storage, or transmission. Furthermore, an
36 information security incident may also include an event that constitutes a violation or

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1 imminent threat of violation of information security policies or procedures, including acceptable use
2 policies.

3 7. "Use" means the sharing, employment, application, utilization, examination, or analysis of
4 information.

5
6 **III. DISCLOSURE RESTRICTIONS**

7 CONTRACTOR and its employees, agents, and subcontractors shall protect from unauthorized
8 disclosure any COUNTY PCI. CONTRACTOR shall not disclose, except as otherwise specifically
9 permitted by the agreement between CONTRACTOR and COUNTY (including this Exhibit), any
10 COUNTY PCI to anyone other than COUNTY personnel or programs without prior written authorization
11 from the COUNTY Program Contract Manager, except if disclosure is required by State or Federal law.

12
13 **IV. USE RESTRICTIONS**

14 CONTRACTOR and its employees, agents, and subcontractors shall not use any COUNTY PCI for
15 any purpose other than performing the CONTRACTOR's obligations under its agreement with COUNTY.

16
17 **V. SAFEGUARDS**

18 CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably
19 and appropriately protect the privacy, confidentiality, security, integrity, and availability of COUNTY
20 PCI, including electronic or computerized COUNTY PCI. At each location where COUNTY PCI exists
21 under CONTRACTOR's control, the CONTRACTOR shall develop and maintain a written information
22 privacy and security program that includes administrative, technical and physical safeguards appropriate
23 to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities
24 in performing its agreement with COUNTY, including this Exhibit, and which incorporates the
25 requirements of Section VII, Security, below. CONTRACTOR shall provide COUNTY with
26 CONTRACTOR's current and updated policies within five (5) business days of a request by COUNTY
27 for the policies.

28
29 **VI. SECURITY**

30 CONTRACTOR shall take any and all steps reasonably necessary to ensure the continuous security
31 of all computerized data systems containing COUNTY PCI. These steps shall include, at a minimum,
32 complying with all of the data system security precautions listed in the CONTRACTOR Data Security
33 Standards set forth in Attachment 1 to this Exhibit.

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VII. SECURITY OFFICER

At each place where COUNTY PCI is located, the CONTRACTOR shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with ADMINISTRATOR on matters concerning this Exhibit.

VIII. TRAINING

A. CONTRACTOR shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of CONTRACTOR's obligations under CONTRACTOR's agreement with COUNTY, including this Exhibit, or otherwise use or disclose COUNTY PCI.

1. The CONTRACTOR shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

2. The CONTRACTOR shall retain each employee's certifications for COUNTY inspection for a period of three years following contract termination or completion.

3. CONTRACTOR shall provide ADMINISTRATOR with its employee's certifications within five (5) business days of a request by ADMINISTRATOR for the employee's certifications.

IX. EMPLOYEE DISCIPLINE

CONTRACTOR shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other CONTRACTOR workforce members under CONTRACTOR's direct control who intentionally or negligently violate any provisions of this Exhibit.

X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES

A. Notification to COUNTY of Breach or Security Incident: The CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to COUNTY immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the ADMINSTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in Section X.F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves COUNTY PCI in electronic or computerized form, notification to COUNTY shall be provided by calling ADMINISTRATOR Information Security Office at the telephone numbers listed in Section X.F., below. For purposes of this Section, breaches and security incidents shall be treated as discovered by CONTRACTOR as of the first day on which such breach or security incident is known to the CONTRACTOR, or, by exercising reasonable diligence would have been known to the

1 CONTRACTOR. CONTRACTOR shall be deemed to have knowledge of a breach if such breach is
2 known, or by exercising reasonable diligence would have been known, to any person, other than the person
3 committing the breach, who is an employee or agent of the CONTRACTOR. CONTRACTOR shall take:

4 1. Prompt corrective action to mitigate any risks or damages involved with the breach or security
5 incident and to protect the operating environment; and

6 2. Any action pertaining to a breach required by applicable federal and state laws, including,
7 specifically, California Civil Code section 1798.29.

8 B. Investigation of Breach and Security Incidents: CONTRACTOR shall immediately investigate
9 such breach or security incident. As soon as the information is known and subject to the legitimate needs
10 of law enforcement, CONTRACTOR shall inform ADMINISTRATOR, ADMINISTRATOR Privacy
11 Officer, and the ADMINISTRATOR Information Security Officer of:

12 1. What data elements were involved and the extent of the data disclosure or access involved in
13 the breach, including, specifically, the number of individuals whose personal information was breached;

14 2. A description of the unauthorized persons known or reasonably believed to have improperly
15 used the COUNTY PCI and/or a description of the unauthorized persons known or reasonably believed
16 to have improperly accessed or acquired the COUNTY PCI, or to whom it is known or reasonably believed
17 to have had the COUNTY PCI improperly disclosed to them;

18 3. A description of where the COUNTY PCI is believed to have been improperly used or
19 disclosed;

20 4. A description of the probable and proximate causes of the breach or security incident; and

21 5. Whether Civil Code section 1798.29 or any other federal or state laws requiring individual
22 notifications of breaches have been triggered.

23 C. Written Report: CONTRACTOR shall provide a written report of the investigation to the
24 ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information
25 Security Officer as soon as practicable after the discovery of the breach or security incident. The report
26 shall include, but not be limited to, the information specified above, as well as a complete, detailed
27 corrective action plan, including information on measures that were taken to halt and/or contain the breach
28 or security incident, and measures to be taken to prevent the recurrence or further disclosure of data
29 regarding such breach or security incident.

30 D. Notification to Individuals: If notification to individuals whose information was breached is
31 required under state or federal law, and regardless of whether CONTRACTOR is considered only a
32 custodian and/or non-owner of the COUNTY PCI, CONTRACTOR shall, at its sole expense, and at the
33 sole election of COUNTY, either:

34 1. Make notification to the individuals affected by the breach (including substitute notification),
35 pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws.

36 CONTRACTOR shall inform the COUNTY Privacy Officer of the time, manner and content of any such
37 notifications, prior to the transmission of such notifications to the individuals; or

1 2. Cooperate with and assist COUNTY in its notification (including substitute notification) to
2 the individuals affected by the breach.

3 E. Submission of Sample Notification to Attorney General: If notification to more than 500
4 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether
5 CONTRACTOR is considered only a custodian and/or non-owner of the COUNTY PCI, CONTRACTOR
6 shall, at its sole expense, and at the sole election of COUNTY, either:

7 1. Electronically submit a single sample copy of the security breach notification, excluding any
8 personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness
9 provisions of Section 1798.29, subdivision (e). CONTRACTOR shall inform ADMINISTRATOR
10 Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of
11 such submissions to the Attorney General; or

12 2. Cooperate with and assist COUNTY in its submission of a sample copy of the notification to
13 the Attorney General.

14 F. COUNTY Contact Information: To direct communications to the above referenced COUNTY
15 staff, CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make
16 changes to the contact information below by verbal or written notice to CONTRACTOR. Said changes
17 shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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19 ADMINISTRATOR Program Manager
20 County of Orange
21 Health Care Agency
22 600 W. Santa Ana Boulevard, Suite 405
23 Santa Ana, California 92701
24 Attention: Kerri Gardner
25 E-mail: kgardner@ochca.com
26 Telephone: (714) 647-4168

27
28 ADMINISTRATOR Privacy Officer
29 County of Orange
30 Orange County Information Technology (OCIT)
31 1055 N. Main Street
32 Santa Ana, California 92701
33 Attention: Linda Le
34 E-mail: linda.le@ocit.ocgov.com
35 Telephone: (714) 834-4082
36
37

ADMINISTRATOR Information Security Officer
County of Orange
Health Care Agency
200 W. 5th Street
Santa Ana, California 92701
Attention: David Castellanos
E-mail: dcastellanos@ochca.com
Telephone: (714) 834-3433

XI. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING

CONTRACTOR shall document and make available to COUNTY or (at the direction of COUNTY) to an Individual such disclosures of COUNTY PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XII. REQUEST FOR COUNTY PCI BY THIRD PARTIES

CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the COUNTY Program Contract Manager all requests for disclosure of any COUNTY PCI requested by third parties to the agreement between CONTRACTOR and COUNTY (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIII. AUDITS

Inspection and Enforcement COUNTY may inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this Exhibit. CONTRACTOR shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the COUNTY Program Contract Manager in writing.

XIV. RETURN OR DESTRUCTION OF COUNTY PCI ON EXPIRATION OR TERMINATION

Upon expiration or termination of the agreement between CONTRACTOR and COUNTY for any reason, CONTRACTOR shall securely return or destroy the COUNTY PCI. If return or destruction is not feasible, CONTRACTOR shall provide a written explanation to ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in Section X.F., above.

A. Retention Required by Law: If required by state or federal law, CONTRACTOR may retain, after expiration or termination, COUNTY PCI for the time specified as necessary to comply with the law.

1 B. Obligations Continue Until Return or Destruction: CONTRACTOR's obligations under this
2 Exhibit shall continue until CONTRACTOR returns or destroys COUNTY PCI to COUNTY; provided
3 however, that on expiration or termination of the agreement between CONTRACTOR and COUNTY,
4 CONTRACTOR shall not further use or disclose the COUNTY PCI except as required by state or federal
5 law.

6 C. Notification of Election to Destroy COUNTY PCI: If CONTRACTOR elects to destroy the
7 COUNTY PCI, CONTRACTOR shall certify in writing, to ADMINISTRATOR, ADMINISTRATOR
8 Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information
9 listed in Section X.F., above, that the COUNTY PCI has been securely destroyed. The notice shall include
10 the date and type of destruction method used.

11
12 **XV. AMENDMENT**

13 The parties acknowledge that federal and state laws regarding information security and privacy
14 rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure
15 compliance with such laws. The parties specifically agree to take such action as is necessary to implement
16 new standards and requirements imposed by regulations and other applicable laws relating to the security
17 or privacy of COUNTY PCI. The parties agree to promptly enter into negotiations concerning an
18 amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws
19 and regulations.

20
21 **XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

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

29
30 **XVII. NO THIRD PARTY BENEFICIARIES**

31 Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall
32 anything herein confer, upon any person other than COUNTY or CONTRACTOR and their respective
33 successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

34
35 **XVIII. INTERPRETATION**

36 The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and
37 comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and

1 conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with
2 federal and state laws and regulations.

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XIX. SURVIVAL

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If CONTRACTOR does not return or destroy the COUNTY PCI upon the completion or termination
6 of the Agreement, the respective rights and obligations of CONTRACTOR under Sections V, VI, and X
7 of this Exhibit shall survive the completion or termination of the agreement between CONTRACTOR and
8 COUNTY.

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1 ATTACHMENT 1
2 TO EXHIBIT C
3 TO THE AGREEMENT FOR THE PROVISION OF
4 ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES
5 FOR CORRECTIONAL HEALTH SERVICES PROGRAMS
6 BETWEEN COUNTY OF ORANGE
7 AND ALIGNED TELEHEALTH, LLC
8 JULY 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. CONTRACTOR DATA SECURITY STANDARDS**

11 A. General Security Controls

12 1. Confidentiality Statement. All persons that will be working with COUNTY PCI must sign a
13 confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy
14 safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce
15 member prior to access to COUNTY PCI. The statement must be renewed annually. The CONTRACTOR
16 shall retain each person's written confidentiality statement for COUNTY inspection for a period of three
17 (3) years following contract termination.

18 2. Background check. Before a member of the CONTRACTOR's workforce may access
19 COUNTY PCI, CONTRACTOR must conduct a thorough background check of that worker and evaluate
20 the results to assure that there is no indication that the worker may present a risk for theft of confidential
21 data. The CONTRACTOR shall retain each workforce member's background check documentation for a
22 period of three (3) years following contract termination.

23 3. Workstation/Laptop encryption. All workstations and laptops that process and/or store
24 COUNTY PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption
25 Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved
26 by the COUNTY Information Security Office.

27 4. Server Security. Servers containing unencrypted COUNTY PCI must have sufficient
28 administrative, physical, and technical controls in place to protect that data, based upon a risk
29 assessment/system security review.

30 5. Minimum Necessary. Only the minimum necessary amount of COUNTY PCI required to
31 perform necessary business functions may be copied, downloaded, or exported.

32 6. Removable media devices. All electronic files that contain COUNTY PCI data must be
33 encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies,
34 CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such
35 as Advanced Encryption Standard (AES), with a 128bit key or higher.

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1 7. Antivirus software. All workstations, laptops and other systems that process and/or store
2 COUNTY PCI must install and actively use a comprehensive anti-virus software solution with automatic
3 updates scheduled at least daily.

4 8. Patch Management. All workstations, laptops and other systems that process and/or store
5 COUNTY PCI must have operating system and application security patches applied, with system reboot
6 if necessary. There must be a documented patch management process which determines installation
7 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches
8 must be installed within thirty (30) calendar days of vendor release.

9 9. User IDs and Password Controls. All users must be issued a unique user name for accessing
10 COUNTY PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer
11 or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be
12 at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the
13 computer. Must be changed every sixty (60) calendar days. Must be changed if revealed or compromised.
14 Must be composed of characters from at least three of the following four groups from the standard
15 keyboard:

- 16 a. Upper case letters (A-Z)
- 17 b. Lower case letters (a-z)
- 18 c. Arabic numerals (0-9)
- 19 d. Non-alphanumeric characters (punctuation symbols)

20 10. Data Sanitization. All COUNTY PCI must be sanitized using NIST Special Publication 800-
21 88 standard methods for data sanitization when the COUNTY PCI is no longer needed.

22 B. System Security Controls

23 1. System Timeout. The system must provide an automatic timeout, requiring reauthentication
24 of the user session after no more than twenty (20) minutes of inactivity.

25 2. Warning Banners. All systems containing COUNTY PCI must display a warning banner each
26 time a user attempts access, stating that data is confidential, systems are logged, and system use is for
27 business purposes only. User must be directed to log off the system if they do not agree with these
28 requirements.

29 3. System Logging. The system must maintain an automated audit trail which can identify the
30 user or system process which initiates a request for COUNTY PCI, or which alters COUNTY PCI. The
31 audit trail must be date and time stamped, must log both successful and failed accesses, must be read only,
32 and must be restricted to authorized users. This logging must be included for all user privilege levels
33 including, but not limited to, systems administrators. If COUNTY PCI is stored in a database, database
34 logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after
35 occurrence.

36 4. Access Controls. The system must use role based access controls for all user authentications,
37 enforcing the principle of least privilege.

1 5. Transmission encryption. All data transmissions of COUNTY PCI outside the
2 CONTRACTOR's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such
3 as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the
4 network level, or the data files containing COUNTY PCI can be encrypted. This requirement pertains to
5 any type of COUNTY PCI in motion such as website access, file transfer, and E-Mail.

6 6. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting
7 COUNTY PCI that are accessible via the Internet must be protected by a comprehensive intrusion
8 detection and prevention solution.

9 C. Audit Controls

10 1. System Security Review. All systems processing and/or storing COUNTY PCI must have at
11 least an annual system risk assessment/security review which provides assurance that administrative,
12 physical, and technical controls are functioning effectively and providing adequate levels of protection.
13 Reviews shall include vulnerability scanning tools.

14 2. Log Reviews. All systems processing and/or storing COUNTY PCI must have a routine
15 procedure in place to review system logs for unauthorized access.

16 3. Change Control. All systems processing and/or storing COUNTY PCI must have a
17 documented change control procedure that ensures separation of duties and protects the confidentiality,
18 integrity and availability of data.

19 D. Business Continuity/ Disaster Recovery Controls

20 1. Disaster Recovery. CONTRACTOR must establish a documented plan to enable continuation
21 of critical business processes and protection of the security of electronic COUNTY PCI in the event of an
22 emergency. Emergency means any circumstance or situation that causes normal computer operations to
23 become unavailable for use in performing the work required under this agreement for more than twenty-
24 four (24) hours.

25 2. Data Backup Plan. CONTRACTOR must have established documented procedures to
26 securely backup COUNTY PCI to maintain retrievable exact copies of COUNTY PCI. The backups shall
27 be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an
28 inventory of backup media, and the amount of time to restore COUNTY PCI should it be lost. At a
29 minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY data.

30 E. Paper Document Controls

31 1. Supervision of Data. COUNTY PCI in paper form shall not be left unattended at any time,
32 unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not
33 being observed by an employee authorized to access the information. COUNTY PCI in paper form shall
34 not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial
35 airplanes.

36 2. Escorting Visitors. Visitors to areas where COUNTY PCI is contained shall be escorted and
37 COUNTY PHI shall be kept out of sight while visitors are in the area.

1 3. Confidential Destruction. COUNTY PCI must be disposed of through confidential means,
2 using NIST Special Publication 800-88 standard methods for data sanitization when the COUNTY PSCI
3 is no longer needed.

4 4. Removal of Data. COUNTY PCI must not be removed from the premises of the
5 CONTRACTOR except with express written permission of COUNTY.

6 5. Faxing. Faxes containing COUNTY PCI shall not be left unattended and fax machines shall
7 be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in
8 error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

9 6. Mailing. COUNTY PCI shall only be mailed using secure methods. Large volume mailings
10 of COUNTY PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other
11 transportable media sent through the mail must be encrypted with a COUNTY approved solution, such as
12 a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING
13 INITIATIVE.

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