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FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ACCESS CALIFORNIA SERVICES
AND
OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT
AND
THE TIYYA FOUNDATION
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES

THIS FIRST AMENDMENT, entered into this 1st day of October 2015, which date is particularized for reference purposes only, is to that certain AGREEMENT Number RRR0514 between the parties hereto, dated October 1, 2014, hereinafter referred to as the "Agreement," and is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ACCESS CALIFORNIA SERVICES, a California non-profit corporation; OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT, a California non-profit corporation; and THE TIYYA FOUNDATION, a California non-profit corporation, hereinafter collectively referred to as "CONTRACTOR." ACCESS CALIFORNIA SERVICES and OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT and THE TIYYA FOUNDATION may also be referred to individually as "CONTRACTOR Partner Agency" or collectively as "CONTRACTOR Partner Agencies." The Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR and the County of Orange Health Care Agency Director or designee, hereinafter referred to as "HCA."

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1 1. The title of the Agreement is hereby amended to include "Refugee Health
2 Services."

3 2. Subparagraph 4.1 of the Agreement is hereby amended to read as follows:

4 "4.1 CONTRACTOR agrees to provide those services, facilities, equipment
5 and supplies as described in ~~Exhibit "A"~~ the Exhibits to the ~~between~~ Agreement
6 between County of Orange and Access California Services, OMID Multicultural
7 Institute for Development, and The Tiyya Foundation, for the Provision of
8 Refugee Social Service and Refugee Health Services, attached hereto and
9 incorporated herein by reference. Exhibit "A" relating to Refugee Social
10 Services, Exhibit "B" relating to Refugee Health Services and Exhibit "C"
11 relating to Personal Information and Security Contract. CONTRACTOR shall
12 operate continuously throughout the term of this Agreement with the number and
13 type of staff described and as required for provision of services hereunder."

14 3. Subparagraph 9.1 of the Agreement is hereby amended to read as follows:

15 "9.1 All notices, claims, correspondence, reports, and/or statements
16 authorized or required by this Agreement shall be addressed as follows:

17 COUNTY: County of Orange Social Services Agency
18 Contract Services
19 ~~888 N. Main Street~~ 500 N. State College Blvd.
20 ~~Santa Ana, CA 92701~~ Orange, CA 92868

21
22 CONTRACTOR: Access California Services
23 631 S. Brookhurst Street Suite 107
24 Anaheim, CA 92804

25
26 OMID Multicultural Institute for Development
27 4199 Campus Drive, Suite 300 ~~4199 Campus Drive, Ste #550~~
28 Irvine, CA 92612

The Tiyya Foundation
505 N. Tustin Avenue, Suite 280 ~~20 Truman Suite #104~~
~~Irvine, CA 92620~~ Santa Ana, CA 92705”

4. Subparagraph 19.3 of the Agreement is hereby added to read as follows:

“19.3 Access California Services (ACS) shall be solely responsible to provide services described in Exhibit B and Exhibit C to this Agreement. OMID Multicultural Institute for Development and The Tiyya Foundation shall not be responsible for any of the provisions described in Exhibit B and Exhibit C to this Agreement.”

5. Paragraph 20 of the Agreement is hereby amended to read as follows:

“20.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$1,406,568~~ \$1,906,568: the amount of \$468,856 for October 1, 2014 through September 30, 2015; the amount of ~~\$468,856~~ \$718,856 for October 1, 2015 through September 30, 2016; and the amount of ~~\$468,856~~ \$718,856 for October 1, 2016 through September 30, 2017, or actual allowable costs, whichever is less.

20.2 Subparagraphs 20.3 and 20.4 below shall apply only to the provisions of Exhibit A to this Agreement, and do not apply to Exhibits B and C to this Agreement.

20.3 ~~20.2~~ Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2015, June 2016, and June 2017, during the month of such anticipated expenditure.

20.4 ~~20.3~~ Claims:

1 20.4.1 ~~20.3.1~~ CONTRACTOR shall submit monthly claims to be
2 received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the
3 month for expenses incurred in the preceding month. In the event the twentieth
4 (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit
5 the claim the next business day. COUNTY holidays include New Year's Day, Martin
6 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
7 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday
8 after Thanksgiving, and Christmas Day.

9 20.4.2 ~~20.3.2~~ All claims must be submitted on a form approved by
10 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source
11 documents with the monthly claim, including, inter alia, a monthly statement of
12 services, general ledgers, supporting journals, time sheets, invoices, canceled
13 checks, receipts, and receiving records, some of which may be required to be
14 copied. Source documents that CONTRACTOR must submit shall be determined by
15 ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all
16 financial records in accordance with Paragraph 25 (Records, Inspections, and
17 Audits) of this Agreement.

18 20.4.3 ~~20.3.3~~ Payments should be released by COUNTY within a
19 reasonable time period of approximately thirty (30) days after receipt of a
20 correctly completed claim form and required supporting documentation.

21 20.4.4 ~~20.3.4~~ Year End and Final Claims:

22 20.4.4.1 ~~20.3.4.1~~ CONTRACTOR shall submit a final claim
23 for each fiscal period, October 1 through September 30, covered under the term of
24 this Agreement as stated in Paragraph 1, by no later than November 30th of each
25 corresponding fiscal period. Claims received after November 30th of each
26 corresponding fiscal period may, at ADMINISTRATOR's sole discretion, not be
27 reimbursed. ADMINISTRATOR may modify the date upon which the final claim per
28 each fiscal period must be received, upon written notice to CONTRACTOR.

1 20.4.4.2 ~~20.3.4.2~~ The basis for final settlement shall be
2 the actual allowable costs as defined in Title 45 CFR and OMB Circular A-122,
3 incurred and paid by CONTRACTOR pursuant to this Agreement, limited, however, to
4 the maximum obligation of COUNTY. In the event that any overpayment has been
5 made, COUNTY may offset the amount of the overpayment against the final payment.
6 In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY
7 all such sums within five (5) business days of notice from COUNTY. Nothing
8 herein shall be construed as limiting the remedies of COUNTY in the event an
9 overpayment has been made.

10 20.4.5 ~~20.3.5~~ Seventy-Five Percent Expenditure Notification:

11 20.4.5.1 CONTRACTOR shall maintain a system of record
12 keeping that will allow CONTRACTOR to determine when it has incurred seventy-five
13 percent (75%) of the total contract authorizations under this Agreement. Upon
14 occurrence of this event, CONTRACTOR shall send written notification to
15 ADMINISTRATOR.”

16 6. Subparagraph 14.2, of Exhibit A of the Agreement is hereby amended to
17 read as follows:

18 “14.1.2 CONTRACTOR shall give priority consideration to qualified job-
19 ready RSS CLIENTs and returning veterans when filling vacant positions funded
20 by this Agreement.”

21 7. Exhibits B and C of the Agreement are hereby added to read as follows:

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EXHIBIT B
TO
FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ACCESS CALIFORNIA SERVICES
AND
OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT
AND
THE TIYYA FOUNDATION
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
AND
REFUGEE HEALTH SERVICES

1. DEFINITIONS

1.1 EDN - The Electronic Disease Notification System is the Centers for Disease Control and Prevention’s (CDC) web-based system that improves and automates the process that notifies state or local health officials of the arrival of refugees and immigrants with notifiable conditions to their jurisdictions. EDN provides relevant overseas medical screening and treatment information for stateside follow-up.

1.2 Health Assessment - Completion of a RHAP health assessment is defined as having laboratory testing completed, a physical examination, and having results provided to the individual and appropriate referrals completed.

1.3 ORR - The federal Office of Refugee Resettlement (ORR) funds designated resettlement agencies, ~~volunteer agencies (VOLAGs), which are designated as federal resettlement agencies,~~ which help refugees become self-

1 sufficient as quickly as possible after their arrival in the United States.
2 ORR also provides funds through the California Department of Public Health
3 (CDPH) Refugee Health Assessment Program (RHAP), for the County to provide
4 comprehensive health assessments to incoming refugees and other eligible
5 individuals.

6 1.4 RAs -Resettlement Agencies are non-profit organizations that
7 provide sponsorship and initial resettlement services for refugees entering
8 the United States (U.S.).

9 1.5 RHAP - Refugee Health Assessment Program services are determined
10 by ORR and CDPH Office of Refugee Health. Eligibility may vary over time, but
11 the majority of eligible clients will be newly entering refugees, secondary
12 migrants who have entered as refugees in another US state or County but did
13 not have an entry examination, granted asylees, Cuban and Haitian entrants,
14 Cuban medical professionals and their spouses and children, certain Amerasians
15 from Vietnam, victims of severe forms of trafficking who receive certification
16 or an eligibility letter from the ORR and certain other specified family
17 members of trafficking victims, and Iraqi and Afghan citizens with Special
18 Immigrant Visa (SIV) status. ~~and parolees, Cuban and Haitian entrants, special~~
19 ~~visa entrants, and certified victims of trafficking~~

20 1.6 RHEIS - Refugee Health Electronic Information System is the State
21 database used to collect key elements of the RHAP assessment.

22 1.7 TB Classification - for RHEIS, TB classification refers to
23 categories defined by the American Thoracic Society to characterize
24 tuberculosis status. Class 0 = No exposure, no infection; Class 1 = Exposure,
25 no infection; Class 2 = Latent TB infection; Class 3 = TB disease, Class 4 =
26 Inactive TB; Class 5 = TB disease suspected.

27 1.8 TB Classification, oversees - On overseas examinations, refers to
28 categories defined by the CDC to characterize specific TB status. Class B1 =

1 possible active TB; B2 LTBI = latent TB infection; B3 = contact to an active
2 TB case while overseas.

3 1.9 ~~VOLAGs~~ Refers to voluntary agencies, which are designated as
4 federal resettlement agencies.

5 2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

6 2.1 This Agreement includes federal funds paid to CONTRACTOR ACS. The
7 CFDA number(s) and associated information for federal funds paid through this
8 Agreement are specified below:

9 CFDA Year: 2014 2015

10 CFDA No.: 93.566

11 Program Title: Refugee and Entrant Assistance - State Administered
12 Programs

13 Federal Agency: Department of Health and Human Services
14 Administration for Children and Families

15 Award Name: Refugee Cash and Medical Assistance Program and Refugee
16 Social Services Program

17 Amount: \$250,000 (estimated per year)

18 2.2 CONTRACTOR ACS may be required to have an audit conducted in
19 accordance with federal OMB Circular Number A-133. CONTRACTOR ACS shall be
20 responsible for complying with any federal audit requirements within the
21 reporting period specified by OMB Circular Number A-133.

22 2.3 ADMINISTRATOR HCA may revise the CFDA information listed above,
23 and shall notify CONTRACTOR ACS in writing of said revisions.

24 3. FACILITY

25 3.1 CONTRACTOR ACS shall maintain a service site, preferably multiple
26 sites, within walking distance to public transportation, located in Orange
27 County that meets the following minimum requirements:

28 3.1.1 A waiting room

1 3.1.2 Minimum of one (1) patient examination room

2 3.1.3 Office space for confidential patient interviews

3 3.1.4 Adequate parking to be available during normal business
4 hours to persons receiving services

5 3.1.5 Accessible to the physically handicapped

6 3.1.6 Capable of handling family units who present for service
7 at the same time

8 3.2 CONTRACTOR ACS and ADMINISTRATOR HCA may mutually agree, ~~in~~
9 ~~writing,~~ to modify the FACILITY section of this Exhibit B A to the Agreement.
10 Any modification must be in writing.

11 4. PAYMENTS

12 4.1 COUNTY shall pay CONTRACTOR ACS quarterly, in arrears, in the
13 amount of ~~\$41,670 for the first quarter and \$62,505 for the remaining quarters~~
14 ~~\$62,500~~ throughout the term of the Agreement. Upon receipt of an invoice in a
15 form acceptable to COUNTY, provided the total of such payments shall not
16 exceed COUNTY's Maximum Obligation as specified in the Contract Provisions of
17 the Agreement.

18 4.2 CONTRACTOR ACS's billings shall be on a form approved or provided
19 by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.
20 Billings are due by the twentieth (20th) calendar day of each quarter
21 following the month in which services were performed under the Agreement.
22 Invoices received after the due date may not be paid within the same month.
23 COUNTY should release payments to CONTRACTOR ACS no later than twenty-one (21)
24 business days after receipt of the correctly completed billing form.

25 4.3 All billings to COUNTY shall be supported, at CONTRACTOR ACS's
26 facility, by source documentation including, but not limited to, ledgers,
27 journals, time sheets, invoices, bank statements, canceled checks, receipts,
28 receiving records and records of services provided.

1 4.4 At ADMINISTRATOR’s sole discretion, ADMINISTRATOR may withhold or
2 delay all or a part of any payment if CONTRACTOR ACS fails to comply with any
3 provision of the Agreement.

4 4.5 COUNTY shall not reimburse CONTRACTOR ACS for services provided
5 beyond the expiration and/or termination of the Agreement, except as may
6 otherwise be provided under the Agreement, or specifically agreed upon in a
7 subsequent Agreement.

8 4.6 CONTRACTOR ACS and ADMINISTRATOR may mutually agree, ~~in writing,~~ to
9 modify the Payments Paragraph of this Exhibit B A to the Agreement. Any
10 modification must be in writing.

11 5. EXPENDITURE REPORT

12 5.1 No later than sixty (60) calendar days following termination of
13 each period or fiscal year of this Agreement, CONTRACTOR ACS shall submit to
14 ADMINISTRATOR, for informational purposes only, an Expenditure Report for the
15 preceding fiscal year, or portion thereof. Such report shall be prepared in
16 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

17 5.2 CONTRACTOR ACS may be required to submit periodic Expenditure
18 Reports throughout the term of this Agreement.

19 5.3 The Maximum Obligation of COUNTY for services provided in
20 accordance with this Agreement as specified in the Referenced Contract
21 Provisions of this Agreement.

22 5.4 ADMINISTRATOR may amend the Maximum Obligation by an amount not to
23 exceed ten percent (10%) for Period One of funding for this Agreement.

24 6. PERFORMANCE OBJECTIVES

25 CONTRACTOR ACS shall meet the following performance objectives,
26 annually, for each term of the contract

27 6.1.1 Ensure that ninety percent (90%) of all arriving refugees
28 and sixty percent (60%) of all arriving asylees, Cuban/Haitian entrants,

1 federally-certified victims of human trafficking, and other eligible entrants
2 start the health assessment process. ~~within thirty (30) days from date of US~~
3 ~~arrival, date parole status is granted, date asylum status is granted, or date~~
4 ~~of certification~~

5 6.1.2 Ensure that ninety percent (90%) of individuals who start
6 the health assessment process have a completed health assessment within ninety
7 (90) days from date of US arrival, date parole status is granted, date asylum
8 status is granted, or date of certification.

9 6.1.3 Assess immunization status of ninety-five percent (95%) of
10 individuals who have started a health assessment, according to the most
11 current Requirements for Routine Vaccination of Adjustment of Status
12 Applicants.

13 6.1.4 Ensure that ninety-five percent (95%) of individuals
14 identified as eligible to receive scheduled immunizations at the time of the
15 health assessment are either immunized or referred to an appropriate provider.

16 6.1.5 Ensure that ninety-five (95%) of individuals identified
17 with a health condition needing further medical evaluation are informed of
18 their conditions at the time of physical examination and treated or referred
19 to a health care provider for treatment.

20 6.1.6 Ensure that ninety-five (95%) of arrivals with a positive
21 TB skin or blood test are evaluated for TB infection or disease and classified
22 accordingly.

23 6.1.7 Ensure that eighty (80%) of individuals recommended to
24 commence latent TB infection treatment are started on therapy, and that 70% of
25 those commencing treatment complete therapy.

26 6.2 ~~CONTRACTOR ACS and ADMINISTRATOR HCA may mutually agree, in writing,~~
27 ~~to modify the Performance Objectives Paragraph of this Exhibit A B to the~~
28 ~~Agreement. Any modification must be in writing.~~

1 7. COMPLIANCE

2 7.1 ADMINISTRATOR HCA has established a Compliance Program for the
3 purpose of ensuring adherence to all rules and regulations related to federal
4 and state health care programs.

5 7.1.1 ADMINISTRATOR HCA shall provide CONTRACTOR ACS with a copy
6 of the relevant HCA policies and procedures relating to HCA's Compliance
7 Program, HCA's Code of Conduct and General Compliance Trainings.

8 7.1.2 CONTRACTOR ACS has the option to adhere to HCA's
9 Compliance Program and Code of Conduct or establish its own, provided
10 CONTRACTOR ACS's Compliance Program and Code of Conduct have been verified to
11 include all required elements by HCA's Compliance Officer as described in
12 subparagraphs below.

13 7.1.3 If CONTRACTOR ACS elects to adhere to HCA's Compliance
14 Program and Code of Conduct; the CONTRACTOR ACS shall submit to the
15 ADMINISTRATOR HCA within thirty (30) calendar days of award of this Agreement
16 a signed acknowledgement that CONTRACTOR ACS shall comply with HCA's
17 Compliance Program and Code of Conduct.

18 7.1.4 If CONTRACTOR ACS elects to have its own Compliance
19 Program and Code of Conduct then it shall submit a copy of its Compliance
20 Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR
21 HCA within thirty (30) calendar days of award of this Agreement.
22 ADMINISTRATOR HCA's Compliance Officer shall determine if CONTRACTOR ACS
23 Compliance Program and Code of Conduct contains all required elements.
24 CONTRACTOR ACS shall take necessary action to meet said standards or shall be
25 asked to acknowledge and agree to the HCA's Compliance Program and Code of
26 Conduct if the CONTRACTOR ACS's Compliance Program and Code of Conduct does
27 not contain all required elements.

28 7.1.5 Upon written confirmation from ADMINISTRATOR HCA's

1 Compliance Officer that the CONTRACTOR ACS Compliance Program and Code of
2 Conduct contains all required elements, CONTRACTOR ACS shall ensure that all
3 Covered Individuals relative to this Agreement are made aware of CONTRACTOR
4 ACS's Compliance Program, Code of Conduct and related policies and procedures.

5 7.1.6 Failure of CONTRACTOR ACS to submit its Compliance
6 Program, Code of Conduct and relevant policies and procedures shall constitute
7 a material breach of this Agreement. Failure to cure such breach within sixty
8 (60) calendar days of such notice from ADMINISTRATOR HCA shall constitute
9 grounds for termination of this Agreement as to the non-complying party.

10 7.2 SANCTION SCREENING - CONTRACTOR ACS shall adhere to all screening
11 policies and procedures and screen all Covered Individuals employed or
12 retained to provide services related to this Agreement to ensure that they are
13 not designated as Ineligible Persons, as pursuant to this Agreement.
14 Screening shall be conducted against the General Services Administration's
15 Excluded Parties List System or System for Award Management, the Health and
16 Human Services/Office of Inspector General List of Excluded
17 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible
18 Provider List and/or any other as identified by the ADMINISTRATOR HCA.

19 7.2.1 Covered Individuals includes all contractors,
20 subcontractors, agents, and other persons who provide health care items or
21 services or who perform billing or coding functions on behalf of ADMINISTRATOR
22 HCA. Notwithstanding the above, this term does not include part-time or per-
23 diem employees, contractors, subcontractors, agents, and other persons who are
24 not reasonably expected to work more than one hundred sixty (160) hours per
25 year; except that any such individuals shall become Covered Individuals at the
26 point when they work more than one hundred sixty (160) hours during the
27 calendar year. CONTRACTOR ACS shall ensure that all Covered Individuals
28 relative to this Agreement are made aware of ADMINISTRATOR HCA's Compliance

1 Program, Code of Conduct and related policies and procedures.

2 7.2.2 An Ineligible Person shall be any individual or entity
3 who:

4 7.2.2.1 Is currently excluded, suspended, debarred or
5 otherwise ineligible to participate in federal and state health care programs;
6 or

7 7.2.2.2 Has been convicted of a criminal offense related
8 to the provision of health care items or services and has not been reinstated
9 in the federal and state health care programs after a period of exclusion,
10 suspension, debarment, or ineligibility.

11 7.2.3 ~~CONTRACTOR~~ ACS shall screen prospective Covered
12 Individuals prior to hire or engagement. ~~CONTRACTOR~~ ACS shall not hire or
13 engage any Ineligible Person to provide services relative to this Agreement.

14 7.2.4 ~~CONTRACTOR~~ ACS shall screen all current Covered
15 Individuals and subcontractors semi-annually to ensure that they have not
16 become Ineligible Persons. ~~CONTRACTOR~~ ACS shall also request that its
17 subcontractors use their best efforts to verify that they are eligible to
18 participate in all federal and State of California health programs and have
19 not been excluded or debarred from participation in any federal or state
20 health care programs, and to further represent to ~~CONTRACTOR~~ ACS that they do
21 not have any Ineligible Person in their employ or under contract.

22 7.2.5 Covered Individuals shall be required to disclose to
23 ~~CONTRACTOR~~ ACS immediately any debarment, exclusion or other event that makes
24 the Covered Individual an Ineligible Person. ~~CONTRACTOR~~ ACS shall notify
25 ~~ADMINISTRATOR~~ HCA immediately if a Covered Individual providing services
26 directly relative to this Agreement becomes debarred, excluded or otherwise
27 becomes an Ineligible Person.

28 7.2.6 ~~CONTRACTOR~~ ACS acknowledges that Ineligible Persons are

1 precluded from providing federal and state funded health care services by
2 contract with COUNTY in the event that they are currently sanctioned or
3 excluded by a federal or state law enforcement regulatory or licensing agency.
4 If CONTRACTOR ACS becomes aware that a Covered Individual has become an
5 Ineligible Person, CONTRACTOR ACS shall remove such individual from
6 responsibility for, or involvement with, COUNTY business operations related to
7 this Agreement.

8 7.2.7 CONTRACTOR ACS shall notify ADMINISTRATOR HCA immediately
9 if a Covered Individual or entity is currently excluded, suspended or
10 debarred, or is identified as such after being sanction screened. Such
11 individual or entity shall be immediately removed from participating in any
12 activity associated with this Agreement. ADMINISTRATOR HCA will determine
13 appropriate repayment from, or sanction(s) to CONTRACTOR ACS for services
14 provided by ineligible person or individual. CONTRACTOR ACS shall promptly
15 return any overpayments within forty-five (45) business days after the
16 overpayment is verified by the ADMINISTRATOR HCA.

17 7.3 COMPLIANCE TRAINING - ADMINISTRATOR HCA shall make General
18 Compliance Training and Provider Compliance Training, where appropriate,
19 available to Covered Individuals.

20 7.3.1 CONTRACTOR ACS shall use its best efforts to encourage
21 completion by Covered Individuals; provided, however, that at a minimum
22 CONTRACTOR ACS shall assign at least one (1) designated representative to
23 complete all Compliance Trainings when offered.

24 7.3.2 Such training will be made available to Covered
25 Individuals within thirty (30) calendar days of employment or engagement.

26 7.3.3 Such training will be made available to each Covered
27 Individual annually.

28 7.3.4 Each Covered Individual attending training shall certify,

1 in writing, attendance at compliance training. CONTRACTOR ACS shall retain
2 the certifications. Upon written request by ADMINISTRATOR HCA, CONTRACTOR ACS
3 shall provide copies of the certifications.

4 7.4 MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

5 7.4.1 CONTRACTOR ACS shall take reasonable precaution to ensure
6 that the coding of health care claims, billings and/or invoices for same are
7 prepared and submitted in an accurate and timely manner and are consistent
8 with federal, state and county laws and regulations.

9 7.4.2 CONTRACTOR ACS shall not submit any false, fraudulent,
10 inaccurate and/or fictitious claims for payment or reimbursement of any kind.

11 7.4.3 CONTRACTOR ACS shall bill only for those eligible services
12 actually rendered which are also fully documented. When such services are
13 coded, CONTRACTOR ACS shall use accurate billing codes which accurately
14 describes the services provided and must ensure compliance with all billing
15 and documentation requirements.

16 7.4.4 CONTRACTOR ACS shall act promptly to investigate and
17 correct any problems or errors in coding of claims and billing, if and when,
18 any such problems or errors are identified.

19 7.4.5 CONTRACTOR ACS shall promptly return any overpayments
20 within forty-five (45) business days after the overpayment is verified by the
21 ADMINISTRATOR HCA.

22 8. REPORTS

23 8.1 CONTRACTOR ACS shall submit a complete and accurate monthly
24 activity report to ADMINISTRATOR HCA, on a form approved or provided by
25 ADMINISTRATOR HCA. The monthly activity report shall include, but are not
26 limited to, data on clients served and activities performed by CONTRACTOR ACS
27 in accordance with the Services Paragraph in this Exhibit A B to the
28 Agreement. These monthly reports are due to ADMINISTRATOR HCA no later than

1 the tenth (10th) calendar day of the month following the month in which
 2 services were performed under the Agreement.

3 8.2 CONTRACTOR ACS shall provide additional reports as required by
 4 ADMINISTRATOR HCA in regard to CONTRACTOR ACS's activities as related to the
 5 services hereunder. ADMINISTRATOR HCA shall be specific as to the nature of
 6 information requested and allow thirty (30) calendar days for CONTRACTOR ACS
 7 to respond.

8 8.3 CONTRACTOR ACS and ADMINISTRATOR HCA may mutually agree, ~~in~~
 9 ~~writing,~~ to modify the Reports Paragraph of this Exhibit A B to the Agreement.
 10 Any modification must be in writing.

11 9. SERVICES

12 9.1 PERSONS TO BE SERVED

13 CONTRACTOR ACS shall provide services to eligible entrants resettled or
 14 served by the CONTRACTOR ACS and collaborating RAs VOLAGs, if applicable, to
 15 include refugees, asylees, Cuban and Haitian entrants, Cuban medical
 16 professionals and their spouses and children, certain Amerasians from Vietnam,
 17 victims of severe forms of trafficking who receive certification or an
 18 eligibility letter from the ORR and certain other specified family members of
 19 trafficking victims, and Iraqi and Afghan citizens with Special Immigrant Visa
 20 (SIV) status, if deemed eligible by the State of California. ~~refugees,~~
 21 ~~asylees, secondary migrants, special immigrant visa holders, parolees, Cuban~~
 22 ~~and Haitian entrants, federally certified victims of trafficking and other~~
 23 ~~classifications of entrants~~

24 9.2 CONTRACTOR ACS services shall include but not be limited to the
 25 following:

26 9.2.1 Maintain an account in the national Electronic Disease
 27 Notification (EDN) system and develop a procedure for identifying entrants.
 28 Use EDN to access overseas health examinations, enter tuberculosis evaluation

1 outcomes for entrants with class B tuberculosis classification, and update
2 information for individuals that move prior to completion of the RHAP
3 assessment, tuberculosis evaluation or completion of treatment for latent
4 tuberculosis infection. ADMINISTRATOR HCA shall assist CONTRACTOR ACS in
5 establishing the account.

6 9.2.2 Maintain an account in the state Refugee Health Electronic
7 Information System (RHEIS), and develop a procedure for data entry of all
8 RHEIS elements. Develop a system to ensure RHEIS is updated in a regular and
9 timely manner (not to exceed ten (10) business days after service or result
10 availability). ADMINISTRATOR HCA shall assist CONTRACTOR ACS in establishing
11 the account.

12 9.2.3 Educate clients regarding the purpose of the health
13 assessment and the purpose and process for all tests provided during the
14 health assessment.

15 9.2.4 Complete a comprehensive health assessment for each
16 entrant within ninety (90) days of their US arrival date, date parole status
17 is granted, date asylum status is granted, or date of federal-certification
18 for victims of human trafficking.

19 9.2.5 Ensure that the health assessments provided include all of
20 the health assessment components as required in the California Refugee Health
21 Assessment Medical Instructions and Form, and Required Medical/Laboratory
22 Evaluation Guidelines.

23 9.2.6 Assess the immunization status of individuals who have
24 started a health assessment, according to the most current Requirements for
25 Routine Vaccination of Adjustment of Status Applicants, and provide scheduled
26 immunizations or refer individuals to an appropriate provider to receive
27 scheduled immunizations.

28 9.2.7 Educate individuals regarding conditions found on the

1 health assessment. Provide medical treatment to individuals identified with a
2 health condition, or refer individuals to an appropriate provider if further
3 medical evaluation is needed.

4 9.2.8 Evaluate, or refer to an appropriate provider for
5 evaluation, individuals with a positive tuberculosis (TB) skin or blood test
6 for TB infection or disease, and classify according to the most current
7 American Thoracic Society guidelines.

8 9.2.9 Provide, or refer to an appropriate provider for provision
9 of, treatment of latent TB infection according to the most current
10 CDPH/California TB Controllers Association Joint Guidelines.

11 9.2.10 If individuals are referred to a health care provider for
12 services, the CONTRACTOR ACS shall develop and document a procedure for staff
13 to follow-up with telephone calls to clients and providers to document that
14 services were rendered.

15 9.2.11 Collaborate with the ADMINISTRATOR HCA on submission of
16 RHAP grant budget and budget justification, Semi-Annual Progress Report and
17 Final Comprehensive Report.

18 9.2.12 Develop procedures to carry out policies, and conduct data
19 and medical quality assurance activities to assure staff adherence to policies
20 and procedures.

21 9.2.13 Provide services in a manner that is culturally and
22 linguistically appropriate for the population. CONTRACTOR ACS shall maintain
23 documentation of such efforts which may include, but not be limited to:
24 records of participation in COUNTY-sponsored or other applicable training;
25 recruitment and hiring policies and procedures; copies of literature in
26 multiple languages and formats, as appropriate; and descriptions of measures
27 taken to enhance accessibility for, and sensitivity to, persons who are
28 physically challenged. CONTRACTOR ACS shall provide interpretation during

1 RHAP health assessment visits and processes, and also to include health
2 education and recommended follow-up for conditions found on RHAP assessments.

3 9.2.14 CONTRACTOR ACS shall report identified reportable
4 conditions (as per Health and Safety Code Section 2500) to the appropriate
5 unit of COUNTY Public Health Services.

6 9.3 CONTRACTOR and ADMINISTRATOR HCA may mutually agree, ~~in writing,~~
7 to modify the Services Paragraph of this Exhibit A B to the Agreement. Any
8 modification must be in writing.

9 10. STAFFING

10 10.1 CONTRACTOR ACS shall operate continuously throughout the term of
11 this Agreement with at least the minimum number and type of staff which meet
12 applicable federal and state requirements, and which are necessary for the
13 provision of the services hereunder.

14 10.2 CONTRACTOR ACS shall:

15 10.2.1 Hire and maintain appropriate staff with the experience
16 and ability to complete all required services in a timely, accurate, and
17 culturally competent manner.

18 10.2.2 Have onsite bilingual/bicultural staff to meet the needs
19 of the target population being served. If onsite staff are not available,
20 access to interpretation services are required.

21 10.2.3 Ensure licensures and/or board certifications for all
22 direct clinical staff allocated to the program are current and in good
23 standing throughout the term of the agreement, and make such documentation
24 available to the County upon request.

25 10.2.4 Licensed healthcare providers responsible for providing
26 clinical services, including any tests/procedures specific to their licensure
27 specialty, must have at least two (2) years of experience.

28 10.3 CONTRACTOR ACS shall ensure that its employees, interns, and

1 volunteers complete the appropriate state mandated trainings prior to service
2 delivery. CONTRACTOR ACS must submit to ADMINISTRATOR documents verifying
3 completion of all required training.

4 10.4 CONTRACTOR ACS and ADMINISTRATOR HCA may mutually agree, ~~in~~
5 ~~writing~~, to modify the Staffing section of this Exhibit A B to the Agreement.
6 Any modification must be in writing.

7 11. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

8 11.1 Any written information or literature, including educational or
9 promotional materials, distributed by CONTRACTOR ACS to any person or
10 organization for purposes directly or indirectly related to this Agreement
11 must be approved at least thirty (30) days in advance and in writing by
12 ADMINISTRATOR HCA before distribution. For the purposes of this Agreement,
13 distribution of written materials shall include, but not be limited to,
14 pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media
15 such as the Internet.

16 11.2 Any advertisement through radio, television broadcast, or the
17 Internet, for educational or promotional purposes, made by CONTRACTOR ACS for
18 purposes directly or indirectly related to this Agreement must be approved in
19 advance at least thirty (30) days and in writing by ADMINISTRATOR HCA.

20 11.3 If CONTRACTOR ACS uses social media (such as Facebook, Twitter,
21 YouTube or other publicly available social media sites) in support of the
22 services described within this Agreement, CONTRACTOR ACS shall develop social
23 media policies and procedures and have them available to ADMINISTRATOR HCA
24 upon reasonable notice. CONTRACTOR ACS shall inform ADMINISTRATOR HCA of all
25 forms of social media used to either directly or indirectly support the
26 services described within this Agreement. CONTRACTOR ACS shall comply with
27 COUNTY Social Media Use Policy and Procedures as they pertain to any social
28 media developed in support of the services described within this Agreement.

1 CONTRACTOR ACS shall also include any required funding statement information
2 on social media when required by ADMINISTRATOR HCA.

3 11.4 Any information as described in Subparagraphs A. and B. ~~above~~
4 shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto
5 in writing.

6 12. NOTIFICATION OF DEATH

7 12.1 Upon becoming aware of the death of any person served pursuant to
8 this Agreement, CONTRACTOR ACS shall immediately notify ADMINISTRATOR HCA.

9 12.2 All Notifications of Death provided to ADMINISTRATOR HCA by
10 CONTRACTOR ACS shall contain the name of the deceased, the date and time of
11 death, the nature and circumstances of the death, and the name(s) of
12 CONTRACTOR ACS's officers or employees with knowledge of the incident.

13 12.2.1 TELEPHONE NOTIFICATION - CONTRACTOR ACS shall notify
14 ADMINISTRATOR HCA by telephone immediately upon becoming aware of the death
15 due to non-terminal illness of any person served pursuant to this Agreement;
16 provided, however, weekends and holidays shall not be included for purposes of
17 computing the time within which to give telephone notice and, notwithstanding
18 the time limit herein specified, notice need only be given during normal
19 business hours.

20 12.2.2 WRITTEN NOTIFICATION

21 12.2.2.1 NON-TERMINAL ILLNESS - CONTRACTOR ACS shall hand
22 deliver, fax, and/or send via encrypted email to ADMINISTRATOR HCA a written
23 report within sixteen (16) hours after becoming aware of the death due to non-
24 terminal illness of any person served pursuant to this Agreement.

25 12.2.2.2 TERMINAL ILLNESS - CONTRACTOR ACS shall notify
26 ADMINISTRATOR HCA by written report hand delivered, faxed, sent via encrypted
27 email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours
28 of becoming aware of the death due to terminal illness of any person served

1 pursuant to this Agreement.

2 12.3 If there are any questions regarding the cause of death of any
3 person served pursuant to this Agreement who was diagnosed with a terminal
4 illness, or if there are any unusual circumstances related to the death,
5 CONTRACTOR ACS shall immediately notify ADMINISTRATOR HCA in accordance with
6 this Notification of Death Paragraph.

7 13. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

8 13.1 CONTRACTOR ACS shall notify ADMINISTRATOR HCA of any public event
9 or meeting funded in whole or part by the COUNTY, except for those events or
10 meetings that are intended solely to serve clients or occur in the normal
11 course of business.

12 13.2 CONTRACTOR ACS shall notify ADMINISTRATOR HCA at least thirty (30)
13 business days in advance of any applicable public event or meeting. The
14 notification must include the date, time, duration, location and purpose of
15 public event or meeting. Any promotional materials or event related flyers
16 must be approved by ADMINISTRATOR HCA prior to distribution.

17 14. RECORDS MANAGEMENT AND MAINTENANCE

18 14.1 CONTRACTOR ACS, its officers, agents, employees and subcontractors
19 shall, throughout the term of this Agreement, prepare, maintain and manage
20 records appropriate to the services provided and in accordance with this
21 Agreement and all applicable requirements.

22 14.2 CONTRACTOR ACS shall implement and maintain administrative,
23 technical and physical safeguards to ensure the privacy of PHI and prevent the
24 intentional or unintentional use or disclosure of PHI in violation of the
25 HIPAA, federal and state regulations and/or CHPP. CONTRACTOR ACS shall
26 mitigate to the extent practicable, the known harmful effect of any use or
27 disclosure of PHI made in violation of federal or state regulations and/or
28 COUNTY policies.

1 14.3 ~~CONTRACTOR~~ ACS's participant, client, and/or patient records shall
2 be maintained in a secure manner. ~~CONTRACTOR~~ ACS shall maintain participant,
3 client, and/or patient records and must establish and implement written record
4 management procedures.

5 14.4 ~~CONTRACTOR~~ ACS shall ensure appropriate financial records related
6 to cost reporting, expenditure, revenue, billings, etc., are prepared and
7 maintained accurately and appropriately.

8 14.5 ~~CONTRACTOR~~ ACS shall ensure all appropriate state and federal
9 standards of documentation, preparation, and confidentiality of records
10 related to participant, client and/or patient records are met at all times.

11 14.6 ~~CONTRACTOR~~ ACS shall ensure all HIPAA (DRS) requirements are met.
12 HIPAA requires that clients, participants and/or patients be provided the
13 right to access or receive a copy of their DRS and/or request addendum to
14 their records. Title 45 CFR §164.501, defines DRS as a group of records
15 maintained by or for a covered entity that is:

16 14.6.1 The medical records and billing records about individuals
17 maintained by or for a covered health care provider;

18 14.6.2 The enrollment, payment, claims adjudication, and case or
19 medical management record systems maintained by or for a health plan; or

20 14.6.3 Used, in whole or in part, by or for the covered entity to
21 make decisions about individuals.

22 14.7 ~~CONTRACTOR~~ ACS may retain participant, client, and/or patient
23 documentation electronically in accordance with the terms of this Agreement
24 and common business practices. If documentation is retained electronically,
25 ~~CONTRACTOR~~ ACS shall, in the event of an audit or site visit:

26 14.7.1 Have documents readily available within forty-eight (48)
27 hour notice of a scheduled audit or site visit.

28 14.7.2 Provide auditor or other authorized individuals access to

1 documents via a computer terminal.

2 14.7.3 Provide auditor or other authorized individuals a hardcopy
3 printout of documents, if requested.

4 14.8 ~~CONTRACTOR~~ ACS shall ensure compliance with requirements
5 pertaining to the privacy and security of PII and/or PHI. ~~CONTRACTOR~~ ACS
6 shall notify COUNTY immediately by telephone call plus email or fax upon the
7 discovery of a Breach of unsecured PHI and/or PII.

8 14.9 ~~CONTRACTOR~~ ACS may be required to pay any costs associated with a
9 Breach of privacy and/or security of PII and/or PHI, including but not limited
10 to the costs of notification. ~~CONTRACTOR~~ ACS shall pay any and all such costs
11 arising out of a Breach of privacy and/or security of PII and/or PHI.

12 14.10 ~~CONTRACTOR~~ ACS shall retain all participant, client, and/or
13 patient medical records for seven (7) years following discharge of the
14 participant, client and/or patient, with the exception of non-emancipated
15 minors for whom records must be kept for at least one (1) year after such
16 minors have reached the age of eighteen (18) years, or for seven (7) years
17 after the last date of service, whichever is longer.

18 14.11 ~~CONTRACTOR~~ ACS shall retain all financial records for a minimum of
19 seven (7) years from the commencement of the contract, unless a longer period
20 is required due to legal proceedings such as litigations and/or settlement of
21 claims.

22 14.12 ~~CONTRACTOR~~ ACS shall make records pertaining to the costs of
23 services, participant fees, charges, billings, and revenues available at one
24 (1) location within the limits of the County of Orange.

25 14.13 If ~~CONTRACTOR~~ ACS is unable to meet the record location criteria
26 above, ADMINISTRATOR HCA may provide written approval to ~~CONTRACTOR~~ ACS to
27 maintain records in a single location, identified by ~~CONTRACTOR~~ ACS.

28 14.14 ~~CONTRACTOR~~ ACS may be required to retain all records involving

1 litigation proceedings and settlement of claims for a longer term which will
2 be directed by the ADMINISTRATOR HCA.

3 14.15 CONTRACTOR ACS shall notify ADMINISTRATOR HCA of any PRA requests
4 related to, or arising out of, this Agreement, within forty-eight (48) hours.
5 CONTRACTOR ACS shall provide ADMINISTRATOR HCA all information that is
6 requested by the PRA request.

7 15. RESEARCH AND PUBLICATION

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

11 16. RIGHT TO WORK AND MINIMUM WAGE LAWS

12 16.1 In accordance with the United States Immigration Reform and
13 Control Act of 1986, CONTRACTOR ACS shall require its employees directly or
14 indirectly providing service pursuant to this Agreement, in any manner
15 whatsoever, to verify their identity and eligibility for employment in the
16 United States. CONTRACTOR ACS shall also require and verify that its
17 contractors, subcontractors, or any other persons providing services pursuant
18 to this Agreement, in any manner whatsoever, verify the identity of their
19 employees and their eligibility for employment in the United States.

20 16.2 Pursuant to the United States of America Fair Labor Standard Act
21 of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR
22 ACS shall pay no less than the greater of the federal or California Minimum
23 Wage to all its employees that directly or indirectly provide services
24 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR ACS shall
25 require and verify that all its contractors or other persons providing
26 services pursuant to this Agreement on behalf of CONTRACTOR ACS also pay their
27 employees no less than the greater of the federal or California Minimum Wage.

28 16.3 CONTRACTOR ACS shall comply and verify that its contractors comply

1 with all other federal and State of California laws for minimum wage, overtime
2 pay, record keeping, and child labor standards pursuant to providing services
3 pursuant to this Agreement.

4 16.4 Notwithstanding the minimum wage requirements provided for in this
5 clause, ~~CONTRACTOR~~ ACS, where applicable, shall comply with the prevailing
6 wage and related requirements, as provided for in accordance with the
7 provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of
8 the State of California (§§1770, et seq.), as it exists or may hereafter be
9 amended.

10 17. SEVERABILITY

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

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EXHIBIT C

TO

~~FIRST AMENDMENT TO AGREEMENT~~

BETWEEN

~~COUNTY OF ORANGE~~

AND

~~ACCESS CALIFORNIA SERVICES~~

AND

~~OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT~~

AND

~~THE TIYYA FOUNDATION~~

~~FOR THE PROVISION OF REFUGEE SOCIAL SERVICES~~

AND

~~REFUGEE HEALTH SERVICES~~

~~BUSINESS ASSOCIATE CONTRACT~~

~~1. GENERAL PROVISIONS AND RECITALS~~

~~1.1 The parties agree that the terms used, but not otherwise defined below in Subparagraph B. Paragraph 2 of this Exhibit C of this Amendment, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.~~

~~1.2 The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR ACS and COUNTY arises to the extent that CONTRACTOR ACS performs, or delegates to~~

1 ~~subcontractors to perform, functions or activities on behalf of COUNTY~~
2 ~~pursuant to, and as set forth in, the Agreement that are described in the~~
3 ~~definition of "Business Associate" in 45 CFR § 160.103.~~

4 ~~1.3 The COUNTY wishes to disclose to CONTRACTOR ACS certain~~
5 ~~information pursuant to the terms of the Agreement, some of which may~~
6 ~~constitute Protected Health Information ("PHI"), as defined below in B.10~~
7 ~~Subparagraph 2.10 of this Exhibit C of this Amendment, to be used or disclosed~~
8 ~~in the course of providing services and activities pursuant to, and as set~~
9 ~~forth, in the Agreement.~~

10 ~~1.4 The parties intend to protect the privacy and provide for the~~
11 ~~security of PHI that may be created, received, maintained, transmitted, used,~~
12 ~~or disclosed pursuant to the Agreement in compliance with the applicable~~
13 ~~standards, implementation specifications, and requirements of HIPAA, the~~
14 ~~HITECH Act, and the HIPAA regulations as they may exist now or be hereafter~~
15 ~~amended.~~

16 ~~1.5 The parties understand and acknowledge that HIPAA, the HITECH Act,~~
17 ~~and the HIPAA regulations do not pre-empt any state statutes, rules, or~~
18 ~~regulations that are not otherwise pre-empted by other Federal law(s) and~~
19 ~~impose more stringent requirements with respect to privacy of PHI.~~

20 ~~1.6 The parties understand that the HIPAA Privacy and Security rules,~~
21 ~~as defined below in Subparagraphs 2.9 and 2.14 of this Exhibit C of this~~
22 ~~Amendment B.9 and B.14, apply to the CONTRACTOR ACS in the same manner as they~~
23 ~~apply to a covered entity (COUNTY). CONTRACTOR ACS agrees therefore to be in~~
24 ~~compliance at all times with the terms of this Business Associate Contract and~~
25 ~~the applicable standards, implementation specifications, and requirements of~~
26 ~~the Privacy and the Security rules, as they may exist now or be hereafter~~
27 ~~amended, with respect to PHI and electronic PHI created, received, maintained,~~
28 ~~transmitted, used, or disclosed pursuant to the Agreement.~~

1 ~~2. DEFINITIONS~~

2 ~~2.1 “Administrative Safeguards” are administrative actions, and~~
3 ~~policies and procedures, to manage the selection, development, implementation,~~
4 ~~and maintenance of security measures to protect electronic PHI and to manage~~
5 ~~the conduct of CONTRACTOR ACS’s workforce in relation to the protection of~~
6 ~~that information.~~

7 ~~2.2 “Breach” means the acquisition, access, use, or disclosure of PHI~~
8 ~~in a manner not permitted under the HIPAA Privacy Rule which compromises the~~
9 ~~security or privacy of the PHI.~~

10 ~~2.2.1 Breach excludes:~~

11 ~~2.2.1.1 Any unintentional acquisition, access, or use of~~
12 ~~PHI by a workforce member or person acting under the authority of CONTRACTOR~~
13 ~~ACS or COUNTY , if such acquisition, access, or use was made in good faith and~~
14 ~~within the scope of authority and does not result in further use or disclosure~~
15 ~~in a manner not permitted under the Privacy Rule.~~

16 ~~2.2.1.2 Any inadvertent disclosure by a person who is~~
17 ~~authorized to access PHI at CONTRACTOR ACS to another person authorized to~~
18 ~~access PHI at the CONTRACTOR ACS, or organized health care arrangement in~~
19 ~~which COUNTY participates, and the information received as a result of such~~
20 ~~disclosure is not further used or disclosed in a manner not permitted under~~
21 ~~the HIPAA Privacy Rule.~~

22 ~~2.2.1.3 A disclosure of PHI where CONTRACTOR ACS or~~
23 ~~COUNTY has a good faith belief that an unauthorized person to whom the~~
24 ~~disclosure was made would not reasonably have been able to retains such~~
25 ~~information.~~

26 ~~2.2.2 Except as provided in Subparagraph 2.2.1 of this Exhibit C~~
27 ~~of this Amendment, paragraph (a) of this definition an acquisition, access,~~
28 ~~use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy~~

1 Rule is presumed to be a breach unless CONTRACTOR ACS demonstrates that there
2 is a low probability that the PHI has been compromised based on a risk
3 assessment of at least the following factors:

4 ~~2.2.2.1 The nature and extent of the PHI involved,~~
5 ~~including the types of identifiers and the likelihood of re-identification;~~

6 ~~2.2.2.2 The unauthorized person who used the PHI or to~~
7 ~~whom the disclosure was made;~~

8 ~~2.2.2.3 Whether the PHI was actually acquired or viewed;~~
9 ~~and~~

10 ~~2.2.2.4 The extent to which the risk to the PHI has been~~
11 ~~mitigated.~~

12 ~~2.3 “Data Aggregation” shall have the meaning given to such term under~~
13 ~~the HIPAA Privacy Rule in 45 CFR § 164.501.~~

14 ~~2.4 “Designated Record Set” shall have the meaning given to such term~~
15 ~~under the HIPAA Privacy Rule in 45 CFR § 164.501.~~

16 ~~2.5 “Disclosure” shall have the meaning given to such term under the~~
17 ~~HIPAA regulations in 45 CFR § 160.103.~~

18 ~~2.6 “Health Care Operations” shall have the meaning given to such term~~
19 ~~under the HIPAA Privacy Rule in 45 CFR § 164.501.~~

20 ~~2.7 “Individual” shall have the meaning given to such term under the~~
21 ~~HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who~~
22 ~~qualifies as a personal representative in accordance with 45 CFR § 164.502(g).~~

23 ~~2.8 “Physical Safeguards” are physical measures, policies, and~~
24 ~~procedures to protect CONTRACTOR ACS’s electronic information systems and~~
25 ~~related buildings and equipment, from natural and environmental hazards, and~~
26 ~~unauthorized intrusion.~~

27 ~~2.9 “The HIPAA Privacy Rule” shall mean the Standards for Privacy of~~
28 ~~Individually Identifiable Health Information at 45 CFR Part 160 and Part 164,~~

1 Subparts A and E.

2 ~~2.10 “Protected Health Information” or “PHI” shall have the meaning~~
3 ~~given to such term under the HIPAA regulations in 45 CFR § 160.103.~~

4 ~~2.11 “Required by Law” shall have the meaning given to such term under~~
5 ~~the HIPAA Privacy Rule in 45 CFR § 164.103.~~

6 ~~2.12 “Secretary” shall mean the Secretary of the Department of Health~~
7 ~~and Human Services or his or her designee.~~

8 ~~2.13 “Security Incident” means attempted or successful unauthorized~~
9 ~~access, use, disclosure, modification, or destruction of information or~~
10 ~~interference with system operations in an information system. “Security~~
11 ~~incident” does not include trivial incidents that occur on a daily basis, such~~
12 ~~as scans, “pings”, or unsuccessful attempts to penetrate computer networks or~~
13 ~~servers maintained by CONTRACTOR ACS.~~

14 ~~2.14 “The HIPAA Security Rule” shall mean the Security Standards for~~
15 ~~the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164,~~
16 ~~Subparts A and C.~~

17 ~~2.15 “Subcontractor” shall have the meaning given to such term under~~
18 ~~the HIPAA regulations in 45 CFR § 160.103.~~

19 ~~2.16 “Technical safeguards” means the technology and the policy and~~
20 ~~procedures for its use that protect electronic PHI and control access to it.~~

21 ~~2.17 “Unsecured PHI” or “PHI that is unsecured” means PHI that is not~~
22 ~~rendered unusable, unreadable, or indecipherable to unauthorized individuals~~
23 ~~through the use of a technology or methodology specified by the Secretary of~~
24 ~~Health and Human Services in the guidance issued on the HHS Web site.~~

25 ~~2.18 “Use” shall have the meaning given to such term under the HIPAA~~
26 ~~regulations in 45 CFR § 160.103.~~

27 ~~3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR ACS AS BUSINESS ASSOCIATE:~~

28 ~~3.1 CONTRACTOR ACS agrees not to use or further disclose PHI COUNTY~~

1 discloses to CONTRACTOR ACS other than as permitted or required by this
2 Business Associate Contract or as required by law.

3 ~~3.2 CONTRACTOR ACS agrees to use appropriate safeguards, as provided~~
4 ~~for in this Business Associate Contract and the Agreement, to prevent use or~~
5 ~~disclosure of PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS~~
6 ~~creates, receives, maintains, or transmits on behalf of COUNTY other than as~~
7 ~~provided for by this Business Associate Contract.~~

8 ~~3.3 CONTRACTOR ACS agrees to comply with the HIPAA Security Rule at~~
9 ~~Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses~~
10 ~~to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits~~
11 ~~on behalf of COUNTY.~~

12 ~~3.4 CONTRACTOR ACS agrees to mitigate, to the extent practicable, any~~
13 ~~harmful effect that is known to CONTRACTOR ACS of a Use or Disclosure of PHI~~
14 ~~by CONTRACTOR ACS in violation of the requirements of this Business Associate~~
15 ~~Contract.~~

16 ~~3.5 CONTRACTOR ACS agrees to report to COUNTY immediately any Use or~~
17 ~~Disclosure of PHI not provided for by this Business Associate Contract of~~
18 ~~which CONTRACTOR ACS becomes aware. CONTRACTOR ACS must report Breaches of~~
19 ~~Unsecured PHI in accordance with Paragraph E 5 below and as required by 45 CFR~~
20 ~~§ 164.410.~~

21 ~~3.6 CONTRACTOR ACS agrees to ensure that any Subcontractors that~~
22 ~~create, receive, maintain, or transmit PHI on behalf of CONTRACTOR ACS agree~~
23 ~~to the same restrictions and conditions that apply through this Business~~
24 ~~Associate Contract to CONTRACTOR ACS with respect to such information.~~

25 ~~3.7 CONTRACTOR ACS agrees to provide access, within fifteen (15)~~
26 ~~calendar days of receipt of a written request by COUNTY, to PHI in a~~
27 ~~Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual~~
28 ~~in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR ACS~~

1 ~~maintains an Electronic Health Record with PHI, and an individual requests a~~
2 ~~copy of such information in an electronic format. CONTRACTOR ACS shall provide~~
3 ~~such information in an electronic format.~~

4 ~~3.8 CONTRACTOR ACS agrees to make any amendment(s) to PHI in a~~
5 ~~Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR §~~
6 ~~164.526 at the request of COUNTY or an Individual, within thirty (30) calendar~~
7 ~~days of receipt of said request by COUNTY. CONTRACTOR ACS agrees to notify~~
8 ~~COUNTY in writing no later than ten (10) calendar days after said amendment is~~
9 ~~completed.~~

10 ~~3.9 CONTRACTOR ACS agrees to make internal practices, books, and~~
11 ~~records, including policies and procedures, relating to the use and disclosure~~
12 ~~of PHI received from, or created or received by CONTRACTOR ACS on behalf of,~~
13 ~~COUNTY available to COUNTY and the Secretary in a time and manner as~~
14 ~~determined by COUNTY or as designated by the Secretary for purposes of the~~
15 ~~Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.~~

16 ~~3.10 CONTRACTOR ACS agrees to document any Disclosures of PHI COUNTY~~
17 ~~discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or~~
18 ~~transmits on behalf of COUNTY, and to make information related to such~~
19 ~~Disclosures available as would be required for COUNTY to respond to a request~~
20 ~~by an Individual for an accounting of Disclosures of PHI in accordance with 45~~
21 ~~CFR § 164.528.~~

22 ~~3.11 CONTRACTOR ACS agrees to provide COUNTY or an Individual, as~~
23 ~~directed by COUNTY, in a time and manner to be determined by COUNTY, that~~
24 ~~information collected in accordance with the Agreement, in order to permit~~
25 ~~COUNTY to respond to a request by an Individual for an accounting of~~
26 ~~Disclosures of PHI in accordance with 45 CFR § 164.528.~~

27 ~~3.12 CONTRACTOR ACS agrees that to the extent CONTRACTOR ACS carries~~
28 ~~out COUNTY's obligation under the HIPAA Privacy and/or Security rules~~

1 CONTRACTOR ACS will comply with the requirements of 45 CFR Part 164 that apply
2 to COUNTY in the performance of such obligation.

3 ~~3.13 If CONTRACTOR ACS receives Social Security data from COUNTY~~
4 ~~provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR ACS~~
5 ~~shall provide COUNTY with a list of all employees, subcontractors and agents~~
6 ~~who have access to the Social Security data, including employees, agents,~~
7 ~~subcontractors and agents of its subcontractors.~~

8 ~~3.14 CONTRACTOR ACS will notify COUNTY if CONTRACTOR ACS is named as a~~
9 ~~defendant in a criminal proceeding for a violation of HIPAA. COUNTY may~~
10 ~~terminate the Agreement, if CONTRACTOR ACS is found guilty of a criminal~~
11 ~~violation in connection with HIPAA. COUNTY may terminate the Agreement, if a~~
12 ~~finding or stipulation that CONTRACTOR ACS has violated any standard or~~
13 ~~requirement of the privacy or security provisions of HIPAA, or other security~~
14 ~~or privacy laws are made in any administrative or civil proceeding in which~~
15 ~~CONTRACTOR ACS is a party or has been joined. COUNTY will consider the nature~~
16 ~~and seriousness of the violation in deciding whether or not to terminate the~~
17 ~~Agreement.~~

18 ~~3.15 CONTRACTOR ACS shall make itself and any subcontractors, employees~~
19 ~~or agents assisting CONTRACTOR ACS in the performance of its obligations under~~
20 ~~the Agreement, available to COUNTY at no cost to COUNTY to testify as~~
21 ~~witnesses, or otherwise, in the event of litigation or administrative~~
22 ~~proceedings being commenced against COUNTY, its directors, officers or~~
23 ~~employees based upon claimed violation of HIPAA, the HIPAA regulations or~~
24 ~~other laws relating to security and privacy, which involves inactions or~~
25 ~~actions by CONTRACTOR ACS, except where CONTRACTOR ACS or its subcontractor,~~
26 ~~employee or agent is a named adverse party.~~

27 ~~3.16 The Parties acknowledge that federal and state laws relating to~~
28 ~~electronic data security and privacy are rapidly evolving and that amendment~~

1 of this Business Associate Contract may be required to provide for procedures
2 to ensure compliance with such developments. The Parties specifically agree
3 to take such action as is necessary to implement the standards and
4 requirements of HIPAA, the HITECH Act, the HIPAA regulations and other
5 applicable laws relating to the security or privacy of PHI. Upon COUNTY's
6 request, CONTRACTOR ACS agrees to promptly enter into negotiations with COUNTY
7 concerning an amendment to this Business Associate Contract embodying written
8 assurances consistent with the standards and requirements of HIPAA, the HITECH
9 Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the
10 Agreement upon thirty (30) days written notice in the event:

11 3.16.1 ~~CONTRACTOR ACS does not promptly enter into negotiations~~
12 ~~to amend this Business Associate Contract when requested by COUNTY pursuant to~~
13 ~~this Paragraph 3 C; or~~

14 3.16.2 ~~CONTRACTOR ACS does not enter into an amendment providing~~
15 ~~assurances regarding the safeguarding of PHI that COUNTY deems are necessary~~
16 ~~to satisfy the standards and requirements of HIPAA, the HITECH Act, and the~~
17 ~~HIPAA regulations.~~

18 3.17 ~~CONTRACTOR ACS shall work with COUNTY upon notification by~~
19 ~~CONTRACTOR ACS to COUNTY of a Breach to properly determine if any Breach~~
20 ~~exclusions exist as defined in Subparagraph B.2.a 2.2.1 above.~~

21 4. SECURITY RULE

22 4.1 ~~CONTRACTOR ACS shall comply with the requirements of 45 CFR §~~
23 ~~164.306 and establish and maintain appropriate Administrative, Physical and~~
24 ~~Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and §~~
25 ~~164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR ACS or~~
26 ~~CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY.~~
27 ~~CONTRACTOR ACS shall develop and maintain a written information privacy and~~
28 ~~security program that includes Administrative, Physical, and Technical~~

1 ~~Safeguards appropriate to the size and complexity of CONTRACTOR ACS's~~
2 ~~operations and the nature and scope of its activities.~~

3 ~~4.2 CONTRACTOR ACS shall implement reasonable and appropriate policies~~
4 ~~and procedures to comply with the standards, implementation specifications and~~
5 ~~other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR §~~
6 ~~164.316. CONTRACTOR ACS will provide COUNTY with its current and updated~~
7 ~~policies upon request.~~

8 ~~4.3 CONTRACTOR ACS shall ensure the continuous security of all~~
9 ~~computerized data systems containing electronic PHI COUNTY discloses to~~
10 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
11 ~~behalf of COUNTY. CONTRACTOR ACS shall protect paper documents containing PHI~~
12 ~~COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,~~
13 ~~maintains, or transmits on behalf of COUNTY. These steps shall include, at a~~
14 ~~minimum:~~

15 ~~4.3.1 Complying with all of the data system security precautions~~
16 ~~listed under Paragraph 5, Paragraphs E below;~~

17 ~~4.3.2 Achieving and maintaining compliance with the HIPAA~~
18 ~~Security Rule, as necessary in conducting operations on behalf of COUNTY;~~

19 ~~4.3.3 Providing a level and scope of security that is at least~~
20 ~~comparable to the level and scope of security established by the Office of~~
21 ~~Management and Budget in OMB Circular No. A 130, Appendix III Security of~~
22 ~~Federal Automated Information Systems, which sets forth guidelines for~~
23 ~~automated information systems in Federal agencies;~~

24 ~~4.4 CONTRACTOR ACS shall ensure that any subcontractors that create,~~
25 ~~receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR ACS~~
26 ~~agree through a contract with CONTRACTOR ACS to the same restrictions and~~
27 ~~requirements contained in this Paragraph D 4 of this Business Associate~~
28 ~~Contract.~~

1 4.5 ~~CONTRACTOR ACS shall report to COUNTY immediately any Security~~
2 ~~Incident of which it becomes aware. CONTRACTOR ACS shall report Breaches of~~
3 ~~Unsecured PHI in accordance with Paragraph E 5 below and as required by 45 CFR~~
4 ~~§ 164.410.~~

5 4.6 ~~CONTRACTOR ACS shall designate a Security Officer to oversee its~~
6 ~~data security program who shall be responsible for carrying out the~~
7 ~~requirements of this paragraph and for communicating on security matters with~~
8 ~~COUNTY.~~

9 5. DATA SECURITY REQUIREMENTS

10 5.1 Personal Controls

11 5.1.1 Employee Training. ~~All workforce members who assist in~~
12 ~~the performance of functions or activities on behalf of COUNTY in connection~~
13 ~~with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR ACS~~
14 ~~or CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of~~
15 ~~COUNTY, must complete information privacy and security training, at least~~
16 ~~annually, at CONTRACTOR ACS's expense. Each workforce member who receives~~
17 ~~information privacy and security training must sign a certification,~~
18 ~~indicating the member's name and the date on which the training was completed.~~
19 ~~These certifications must be retained for a period of six (6) years following~~
20 ~~the termination of Agreement.~~

21 5.1.2 Employee Discipline. ~~Appropriate sanctions must be~~
22 ~~applied against workforce members who fail to comply with any provisions of~~
23 ~~CONTRACTOR ACS's privacy policies and procedures, including termination of~~
24 ~~employment where appropriate.~~

25 5.1.3 Confidentiality Statement. ~~All persons that will be~~
26 ~~working with PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates,~~
27 ~~receives, maintains, or transmits on behalf of COUNTY must sign a~~
28 ~~confidentiality statement that includes, at a minimum, General Use, Security~~

1 and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The
2 statement must be signed by the workforce member prior to access to such PHI.
3 The statement must be renewed annually. The CONTRACTOR ACS shall retain each
4 person's written confidentiality statement for COUNTY inspection for a period
5 of six (6) years following the termination of the Agreement.

6 5.1.4 Background Check. Before a member of the workforce may
7 access PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates,
8 receives, maintains, or transmits on behalf of COUNTY, a background screening
9 of that worker must be conducted. The screening should be commensurate with
10 the risk and magnitude of harm the employee could cause, with more thorough
11 screening being done for those employees who are authorized to bypass
12 significant technical and operational security controls. The CONTRACTOR ACS
13 shall retain each workforce member's background check documentation for a
14 period of three (3) years.

15 5.2 Technical Security Controls

16 5.2.1 Workstation/Laptop encryption. All workstations and
17 laptops that store PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS
18 creates, receives, maintains, or transmits on behalf of COUNTY either directly
19 or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
20 is 128bit or higher, such as Advanced Encryption Standard (AES). The
21 encryption solution must be full disk unless approved by the COUNTY.

22 5.2.2 Server Security. Servers containing unencrypted PHI COUNTY
23 discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or
24 transmits on behalf of COUNTY must have sufficient administrative, physical,
25 and technical controls in place to protect that data, based upon a risk
26 assessment/system security review.

27 5.2.3 Minimum Necessary. Only the minimum necessary amount of
28 PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,

1 maintains, or transmits on behalf of COUNTY required to perform necessary
2 business functions may be copied, downloaded, or exported.

3 ~~5.2.4 Removable media devices. All electronic files that~~
4 ~~contain PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates,~~
5 ~~receives, maintains, or transmits on behalf of COUNTY must be encrypted when~~
6 ~~stored on any removable media or portable device (i.e. USB thumb drives,~~
7 ~~floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS~~
8 ~~140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI~~
9 ~~shall not be considered "removed from the premises" if it is only being~~
10 ~~transported from one of CONTRACTOR ACS's locations to another of CONTRACTOR~~
11 ~~ACS's locations.~~

12 ~~5.2.5 Antivirus software. All workstations, laptops and other~~
13 ~~systems that process and/or store PHI COUNTY discloses to CONTRACTOR ACS or~~
14 ~~CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY~~
15 ~~must have installed and actively use comprehensive anti-virus software~~
16 ~~solution with automatic updates scheduled at least daily.~~

17 ~~5.2.6 Patch Management. All workstations, laptops and other~~
18 ~~systems that process and/or store PHI COUNTY discloses to CONTRACTOR ACS or~~
19 ~~CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY~~
20 ~~must have critical security patches applied, with system reboot if necessary.~~
21 ~~There must be a documented patch management process which determines~~
22 ~~installation timeframe based on risk assessment and vendor recommendations.~~
23 ~~At a maximum, all applicable patches must be installed within 30 days of~~
24 ~~vendor release. Applications and systems that cannot be patched due to~~
25 ~~operational reasons must have compensatory controls implemented to minimize~~
26 ~~risk, where possible.~~

27 ~~5.2.7 User IDs and Password Controls. All users must be issued~~
28 ~~a unique user name for accessing PHI COUNTY discloses to CONTRACTOR ACS or~~

1 ~~CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY.~~
2 ~~Username must be promptly disabled, deleted, or the password changed upon the~~
3 ~~transfer or termination of an employee with knowledge of the password, at~~
4 ~~maximum within 24 hours. Passwords are not to be shared. Passwords must be at~~
5 ~~least eight characters and must be a non-dictionary word. Passwords must not~~
6 ~~be stored in readable format on the computer. Passwords must be changed every~~
7 ~~90 days, preferably every 60 days. Passwords must be changed if revealed or~~
8 ~~compromised. Passwords must be composed of characters from at least three of~~
9 ~~the following four groups from the standard keyboard:~~

10 ~~5.2.7.1 Upper case letters (A-Z)~~

11 ~~5.2.7.2 Lower case letters (a-z)~~

12 ~~5.2.7.3 Arabic numerals (0-9)~~

13 ~~5.2.7.4 Non-alphanumeric characters (punctuation~~
14 ~~symbols)~~

15 ~~5.2.8 Data Destruction. When no longer needed, all PHI COUNTY~~
16 ~~discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or~~
17 ~~transmits on behalf of COUNTY must be wiped using the Gutmann or US Department~~
18 ~~of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also~~
19 ~~be physically destroyed in accordance with NIST Special Publication 800-88.~~
20 ~~Other methods require prior written permission by COUNTY.~~

21 ~~5.2.9 System Timeout. The system providing access to PHI COUNTY~~
22 ~~discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or~~
23 ~~transmits on behalf of COUNTY must provide an automatic timeout, requiring re-~~
24 ~~authentication of the user session after no more than 20 minutes of~~
25 ~~inactivity.~~

26 ~~5.2.10 Warning Banners. All systems providing access to PHI~~
27 ~~COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,~~
28 ~~maintains, or transmits on behalf of COUNTY must display a warning banner~~

1 ~~stating that data is confidential, systems are logged, and system use is for~~
2 ~~business purposes only by authorized users. User must be directed to log off~~
3 ~~the system if they do not agree with these requirements.~~

4 ~~5.2.11 System Logging. The system must maintain an automated~~
5 ~~audit trail which can identify the user or system process which initiates a~~
6 ~~request for PHI COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates,~~
7 ~~receives, maintains, or transmits on behalf of COUNTY, or which alters such~~
8 ~~PHI. The audit trail must be date and time stamped, must log both successful~~
9 ~~and failed accesses, must be read only, and must be restricted to authorized~~
10 ~~users. If such PHI is stored in a database, database logging functionality~~
11 ~~must be enabled. Audit trail data must be archived for at least 3 years after~~
12 ~~occurrence.~~

13 ~~5.2.12 Access Controls. The system providing access to PHI~~
14 ~~COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,~~
15 ~~maintains, or transmits on behalf of COUNTY must use role based access~~
16 ~~controls for all user authentications, enforcing the principle of least~~
17 ~~privilege.~~

18 ~~5.2.13 Transmission encryption. All data transmissions of PHI~~
19 ~~COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,~~
20 ~~maintains, or transmits on behalf of COUNTY outside the secure internal~~
21 ~~network must be encrypted using a FIPS 140-2 certified algorithm which is~~
22 ~~128bit or higher, such as AES. Encryption can be end to end at the network~~
23 ~~level, or the data files containing PHI can be encrypted. This requirement~~
24 ~~pertains to any type of PHI in motion such as website access, file transfer,~~
25 ~~and E-Mail.~~

26 ~~5.2.14 Intrusion Detection. All systems involved in accessing,~~
27 ~~holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR ACS~~
28 ~~or CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of~~

1 COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 5.3 Audit Controls

4 5.3.1 System Security Review. CONTRACTOR ACS must ensure audit
5 control mechanisms that record and examine system activity are in place. All
6 systems processing and/or storing PHI COUNTY discloses to CONTRACTOR ACS or
7 CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY
8 must have at least an annual system risk assessment/security review which
9 provides assurance that administrative, physical, and technical controls are
10 functioning effectively and providing adequate levels of protection. Reviews
11 should include vulnerability scanning tools.

12 5.3.2 Log Reviews. All systems processing and/or storing PHI
13 COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,
14 maintains, or transmits on behalf of COUNTY must have a routine procedure in
15 place to review system logs for unauthorized access.

16 5.3.3 Change Control. All systems processing and/or storing PHI
17 COUNTY discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives,
18 maintains, or transmits on behalf of COUNTY must have a documented change
19 control procedure that ensures separation of duties and protects the
20 confidentiality, integrity and availability of data.

21 5.4 Business Continuity/Disaster Recovery Control

22 5.4.1 Emergency Mode Operation Plan. CONTRACTOR ACS must
23 establish a documented plan to enable continuation of critical business
24 processes and protection of the security of PHI COUNTY discloses to CONTRACTOR
25 ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of
26 COUNTY kept in an electronic format in the event of an emergency. Emergency
27 means any circumstance or situation that causes normal computer operations to
28 become unavailable for use in performing the work required under this

1 Agreement for more than 24 hours.

2 ~~5.4.2 Data Backup Plan. CONTRACTOR ACS must have established~~
3 ~~documented procedures to backup such PHI to maintain retrievable exact copies~~
4 ~~of the PHI. The plan must include a regular schedule for making backups,~~
5 ~~storing backup offsite, an inventory of backup media, and an estimate of the~~
6 ~~amount of time needed to restore DHCS PHI or PI should it be lost. At a~~
7 ~~minimum, the schedule must be a weekly full backup and monthly offsite storage~~
8 ~~of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g.~~
9 ~~the application owner) must merge with the DRP.~~

10 ~~5.5 Paper Document Controls~~

11 ~~5.5.1 Supervision of Data. PHI COUNTY discloses to CONTRACTOR~~
12 ~~ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of~~
13 ~~COUNTY in paper form shall not be left unattended at any time, unless it is~~
14 ~~locked in a file cabinet, file room, desk or office. Unattended means that~~
15 ~~information is not being observed by an employee authorized to access the~~
16 ~~information. Such PHI in paper form shall not be left unattended at any time~~
17 ~~in vehicles or planes and shall not be checked in baggage on commercial~~
18 ~~airplanes.~~

19 ~~5.5.2 Escorting Visitors. Visitors to areas where PHI COUNTY~~
20 ~~discloses to CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or~~
21 ~~transmits on behalf of COUNTY is contained shall be escorted and such PHI~~
22 ~~shall be kept out of sight while visitors are in the area.~~

23 ~~5.5.3 Confidential Destruction. PHI COUNTY discloses to~~
24 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
25 ~~behalf of COUNTY must be disposed of through confidential means, such as cross~~
26 ~~cut shredding and pulverizing.~~

27 ~~5.5.4 Removal of Data. PHI COUNTY discloses to CONTRACTOR ACS~~
28 ~~or CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of~~

1 COUNTY must not be removed from the premises of the CONTRACTOR ACS except with
2 express written permission of COUNTY.

3 ~~5.5.5 Faxing. Faxes containing PHI COUNTY discloses to~~
4 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
5 ~~behalf of COUNTY shall not be left unattended and fax machines shall be in~~
6 ~~secure areas. Faxes shall contain a confidentiality statement notifying~~
7 ~~persons receiving faxes in error to destroy them. Fax numbers shall be~~
8 ~~verified with the intended recipient before sending the fax.~~

9 ~~5.5.6 Mailing. Mailings containing PHI COUNTY discloses to~~
10 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
11 ~~behalf of COUNTY shall be sealed and secured from damage or inappropriate~~
12 ~~viewing of PHI to the extent possible. Mailings which include 500 or more~~
13 ~~individually identifiable records containing PHI COUNTY discloses to~~
14 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
15 ~~behalf of COUNTY in a single package shall be sent using a tracked mailing~~
16 ~~method which includes verification of delivery and receipt, unless the prior~~
17 ~~written permission of COUNTY to use another method is obtained.~~

18 ~~6. BREACH DISCOVERY AND NOTIFICATION~~

19 ~~6.1 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR~~
20 ~~ACS shall notify COUNTY of such Breach, however both parties agree to a delay~~
21 ~~in the notification if so advised by a law enforcement official pursuant to 45~~
22 ~~CFR § 164.412.~~

23 ~~6.1.1 A Breach shall be treated as discovered by CONTRACTOR ACS~~
24 ~~as of the first day on which such Breach is known to CONTRACTOR ACS or, by~~
25 ~~exercising reasonable diligence, would have been known to CONTRACTOR ACS.~~

26 ~~6.1.2 CONTRACTOR ACS shall be deemed to have knowledge of a~~
27 ~~Breach, if the Breach is known, or by exercising reasonable diligence would~~
28 ~~have known, to any person who is an employee, officer, or other agent of~~

1 ~~CONTRACTOR ACS, as determined by federal common law of agency.~~

2 ~~6.2 CONTRACTOR ACS shall provide the notification of the Breach~~
3 ~~immediately to the COUNTY Privacy Officer. CONTRACTOR ACS's notification may~~
4 ~~be oral, but shall be followed by written notification within 24 hours of the~~
5 ~~oral notification.~~

6 ~~6.3 CONTRACTOR ACS's notification shall include, to the extent~~
7 ~~possible:~~

8 ~~6.3.1 The identification of each Individual whose Unsecured PHI~~
9 ~~has been, or is reasonably believed by CONTRACTOR ACS to have been, accessed,~~
10 ~~acquired, used, or disclosed during the Breach;~~

11 ~~6.3.2 Any other information that COUNTY is required to include~~
12 ~~in the notification to Individual under 45 CFR §164.404 (c) at the time~~
13 ~~CONTRACTOR ACS is required to notify COUNTY or promptly thereafter as this~~
14 ~~information becomes available, even after the regulatory sixty (60) day period~~
15 ~~set forth in 45 CFR § 164.410 (b) has elapsed, including:~~

16 ~~6.3.2.1 A brief description of what happened, including~~
17 ~~the date of the Breach and the date of the discovery of the Breach, if known;~~

18 ~~6.3.2.2 A description of the types of Unsecured PHI that~~
19 ~~were involved in the Breach (such as whether full name, social security~~
20 ~~number, date of birth, home address, account number, diagnosis, disability~~
21 ~~code, or other types of information were involved);~~

22 ~~6.3.2.3 Any steps Individuals should take to protect~~
23 ~~themselves from potential harm resulting from the Breach;~~

24 ~~6.3.2.4 A brief description of what CONTRACTOR ACS is~~
25 ~~doing to investigate the Breach, to mitigate harm to Individuals, and to~~
26 ~~protect against any future Breaches; and~~

27 ~~6.3.2.5 Contact procedures for Individuals to ask~~
28 ~~questions or learn additional information, which shall include a toll-free~~

1 telephone number, an e-mail address, Web site, or postal address.

2 ~~6.4 COUNTY may require CONTRACTOR ACS to provide notice to the~~
3 ~~Individual as required in 45 CFR § 164.404, if it is reasonable to do so under~~
4 ~~the circumstances, at the sole discretion of the COUNTY.~~

5 ~~6.5 In the event that CONTRACTOR ACS is responsible for a Breach of~~
6 ~~Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR ACS shall~~
7 ~~have the burden of demonstrating that CONTRACTOR ACS made all notifications to~~
8 ~~COUNTY consistent with this Paragraph F 6 and as required by the Breach~~
9 ~~notification regulations, or, in the alternative, that the acquisition,~~
10 ~~access, use, or disclosure of PHI did not constitute a Breach.~~

11 ~~6.6 CONTRACTOR ACS shall maintain documentation of all required~~
12 ~~notifications of a Breach or its risk assessment under 45 CFR § 164.402 to~~
13 ~~demonstrate that a Breach did not occur.~~

14 ~~6.7 CONTRACTOR ACS shall provide to COUNTY all specific and pertinent~~
15 ~~information about the Breach, including the information listed in Section~~
16 ~~E.3.b. (1)-(5) above, if not yet provided, to permit COUNTY to meet its~~
17 ~~notification obligations under Subpart D of 45 CFR Part 164 as soon as~~
18 ~~practicable, but in no event later than fifteen (15) calendar days after~~
19 ~~CONTRACTOR ACS's initial report of the Breach to COUNTY pursuant to~~
20 ~~Subparagraph F.2 6.2 above.~~

21 ~~6.8 CONTRACTOR ACS shall continue to provide all additional pertinent~~
22 ~~information about the Breach to COUNTY as it may become available, in~~
23 ~~reporting increments of five (5) business days after the last report to~~
24 ~~COUNTY. CONTRACTOR ACS shall also respond in good faith to any reasonable~~
25 ~~requests for further information, or follow up information after report to~~
26 ~~COUNTY, when such request is made by COUNTY.~~

27 ~~6.9 If the Breach is the fault of CONTRACTOR ACS, CONTRACTOR ACS shall~~
28 ~~bear all expense or other costs associated with the Breach and shall reimburse~~

1 COUNTY for all expenses COUNTY incurs in addressing the Breach and
2 consequences thereof, including costs of investigation, notification,
3 remediation, documentation or other costs associated with addressing the
4 Breach.

5 ~~7. PERMITTED USES AND DISCLOSURES BY CONTRACTOR ACS~~

6 ~~7.1 CONTRACTOR ACS may use or further disclose PHI COUNTY discloses to~~
7 ~~CONTRACTOR ACS as necessary to perform functions, activities, or services for,~~
8 ~~or on behalf of, COUNTY as specified in the Agreement, provided that such use~~
9 ~~or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY~~
10 ~~except for the specific Uses and Disclosures set forth below.~~

11 ~~7.1.1 CONTRACTOR ACS may use PHI COUNTY discloses to CONTRACTOR~~
12 ~~ACS, if necessary, for the proper management and administration of CONTRACTOR~~
13 ~~ACS.~~

14 ~~7.1.2 CONTRACTOR ACS may disclose PHI COUNTY discloses to~~
15 ~~CONTRACTOR ACS for the proper management and administration of CONTRACTOR ACS~~
16 ~~or to carry out the legal responsibilities of CONTRACTOR ACS, if:~~

17 ~~7.1.2.1 The Disclosure is required by law; or~~

18 ~~7.1.2.2 CONTRACTOR ACS obtains reasonable assurances~~
19 ~~from the person to whom the PHI is disclosed that it will be held~~
20 ~~confidentially and used or further disclosed only as required by law or for~~
21 ~~the purposes for which it was disclosed to the person and the person~~
22 ~~immediately notifies CONTRACTOR ACS of any instance of which it is aware in~~
23 ~~which the confidentiality of the information has been breached.~~

24 ~~7.1.3 CONTRACTOR ACS may use or further disclose PHI COUNTY~~
25 ~~discloses to CONTRACTOR ACS to provide Data Aggregation services relating to~~
26 ~~the Health Care Operations of CONTRACTOR ACS.~~

27 ~~7.2 CONTRACTOR ACS may use PHI COUNTY discloses to CONTRACTOR ACS, if~~
28 ~~necessary, to carry out legal responsibilities of CONTRACTOR ACS.~~

1 ~~7.3 CONTRACTOR ACS may use and disclose PHI COUNTY discloses to~~
2 ~~CONTRACTOR ACS consistent with the minimum necessary policies and procedures~~
3 ~~of COUNTY.~~

4 ~~7.4 CONTRACTOR ACS may use or disclose PHI COUNTY discloses to~~
5 ~~CONTRACTOR ACS as required by law.~~

6 ~~8. PROHIBITED USES AND DISCLOSURES~~

7 ~~8.1 CONTRACTOR ACS shall not disclose PHI COUNTY discloses to~~
8 ~~CONTRACTOR ACS or CONTRACTOR ACS creates, receives, maintains, or transmits on~~
9 ~~behalf of COUNTY about an individual to a health plan for payment or health~~
10 ~~care operations purposes if the PHI pertains solely to a health care item or~~
11 ~~service for which the health care provider involved has been paid out of~~
12 ~~pocket in full and the individual requests such restriction, in accordance~~
13 ~~with 42 USC § 17935(a) and 45 CFR § 164.522(a).~~

14 ~~8.2 CONTRACTOR ACS shall not directly or indirectly receive~~
15 ~~remuneration in exchange for PHI COUNTY discloses to CONTRACTOR ACS or~~
16 ~~CONTRACTOR ACS creates, receives, maintains, or transmits on behalf of COUNTY,~~
17 ~~except with the prior written consent of COUNTY and as permitted by 42 USC §~~
18 ~~17935(d)(2).~~

19 ~~9. OBLIGATIONS OF COUNTY~~

20 ~~9.1 COUNTY shall notify CONTRACTOR ACS of any limitation(s) in~~
21 ~~COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to~~
22 ~~the extent that such limitation may affect CONTRACTOR ACS's Use or Disclosure~~
23 ~~of PHI.~~

24 ~~9.2 COUNTY shall notify CONTRACTOR ACS of any changes in, or~~
25 ~~revocation of, the permission by an Individual to use or disclose his or her~~
26 ~~PHI, to the extent that such changes may affect CONTRACTOR ACS's Use or~~
27 ~~Disclosure of PHI.~~

28 ~~9.3 COUNTY shall notify CONTRACTOR ACS of any restriction to the Use~~

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

4 ~~9.4 COUNTY shall not request CONTRACTOR ACS to use or disclose PHI in~~
5 ~~any manner that would not be permissible under the HIPAA Privacy Rule if done~~
6 ~~by COUNTY.~~

7 ~~10. BUSINESS ASSOCIATE TERMINATION~~

8 ~~10.1 Upon COUNTY's knowledge of a material breach or violation by~~
9 ~~CONTRACTOR ACS of the requirements of this Business Associate Contract, COUNTY~~
10 ~~shall:~~

11 ~~10.1.1 Provide an opportunity for CONTRACTOR ACS to cure the~~
12 ~~material breach or end the violation within thirty (30) business days; or~~

13 ~~10.1.2 Immediately terminate the Agreement, if CONTRACTOR ACS is~~
14 ~~unwilling or unable to cure the material breach or end the violation within~~
15 ~~(30) days, provided termination of the Agreement is feasible.~~

16 ~~10.2 Upon termination of the Agreement, CONTRACTOR ACS shall either~~
17 ~~destroy or return to COUNTY all PHI CONTRACTOR ACS received from COUNTY or~~
18 ~~CONTRACTOR ACS created, maintained, or received on behalf of COUNTY in~~
19 ~~conformity with the HIPAA Privacy Rule.~~

20 ~~10.2.1 This provision shall apply to all PHI that is in the~~
21 ~~possession of Subcontractors or agents of CONTRACTOR ACS.~~

22 ~~10.2.2 CONTRACTOR ACS shall retain no copies of the PHI.~~

23 ~~10.2.3 In the event that CONTRACTOR ACS determines that returning~~
24 ~~or destroying the PHI is not feasible, CONTRACTOR ACS shall provide to COUNTY~~
25 ~~notification of the conditions that make return or destruction infeasible.~~
26 ~~Upon determination by COUNTY that return or destruction of PHI is infeasible,~~
27 ~~CONTRACTOR ACS shall extend the protections of this Business Associate~~
28 ~~Contract to such PHI and limit further Uses and Disclosures of such PHI to~~

1 ~~those purposes that make the return or destruction infeasible, for as long as~~
2 ~~CONTRACTOR ACS maintains such PHI.~~

3 ~~10.3 The obligations of this Business Associate Contract shall survive~~
4 ~~the termination of the Agreement.~~

5 ~~///~~

6 ~~///~~

7 ~~///~~

8 ~~///~~

9 ~~///~~

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EXHIBIT D C

TO

FIRST AMENDMENT TO AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ACCESS CALIFORNIA SERVICES

AND

OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT

AND

THE TIYYA FOUNDATION

FOR THE PROVISION OF REFUGEE SOCIAL SERVICES

AND

REFUGEE HEALTH SERVICES

PERSONAL INFORMATION AND SECURITY CONTRACT

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

1. DEFINITIONS

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

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

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

1.4 "DHCS PI" shall mean Personal Information, as defined below,

1 accessed in a database maintained by the COUNTY or California Department of
2 Health Care Services (DHCS), received by ~~CONTRACTOR~~ ACS from the COUNTY or
3 DHCS or acquired or created by ~~CONTRACTOR~~ ACS in connection with performing
4 the functions, activities and services specified in the Agreement on behalf of
5 the COUNTY.

6 1.5 "IEA" shall mean the Information Exchange Agreement currently in
7 effect between the Social Security Administration (~~SSA~~) and DHCS.

8 1.6 "Notice-triggering Personal Information" shall mean the personal
9 information identified in Civil Code section 1798.29(e) whose unauthorized
10 access may trigger notification requirements under Civil Code § 1709.29. For
11 purposes of this provision, identity shall include, but not be limited to,
12 name, identifying number, symbol, or other identifying particular assigned to
13 the individual, such as a finger or voice print, a photograph or a biometric
14 identifier. Notice-triggering Personal Information includes PI in electronic,
15 paper or any other medium.

16 1.7 "Personally Identifiable Information" (PII) shall have the meaning
17 given to such term in the IEA and CMPPA.

18 1.8 "Personal Information" (PI) shall have the meaning given to such
19 term in California Civil Code§ 1798.3(a).

20 1.9 "Required by law" means a mandate contained in law that compels an
21 entity to make a use or disclosure of PI or PII that is enforceable in a court
22 of law. This includes, but is not limited to, court orders and court-ordered
23 warrants, subpoenas or summons issued by a court, grand jury, a governmental
24 or tribal inspector general, or an administrative body authorized to require
25 the production of information, and a civil or an authorized investigative
26 demand. It also includes Medicare conditions of participation with respect to
27 health care providers participating in the program, and statutes or
28 regulations that require the production of information, including statutes or

1 regulations that require such information if payment is sought under a
2 government program providing public benefits.

3 1.10 "Security Incident" means the attempted or successful unauthorized
4 access, use, disclosure, modification, or destruction of PI, or confidential
5 data utilized in complying with this Agreement; or interference with system
6 operations in an information system that processes, maintains or stores PI.

7 2. TERMS OF AGREEMENT

8 2.1 Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR
9 ACS. Except as otherwise indicated in this Exhibit, CONTRACTOR ACS may use or
10 disclose DHCS PI only to perform functions, activities, or services for or on
11 behalf of the COUNTY pursuant to the terms of the Agreement provided that such
12 use or disclosure would not violate the California Information Practices Act
13 (CIPA) if done by the COUNTY.

14 2.2 Responsibilities of CONTRACTOR ACS

15 CONTRACTOR ACS agrees:

16 2.2.1 Nondisclosure. Not to use or disclose DHCS PI or PII other
17 than as permitted or required by this Personal Information Privacy and
18 Security Contract or as required by applicable state and federal law.

19 2.2.2 Safeguards. To implement appropriate and reasonable
20 administrative, technical, and physical safeguards to protect the security,
21 confidentiality and integrity of DHCS PI and PII, to protect against
22 anticipated threats or hazards to the security or integrity of DHCS PI and
23 PII, and to prevent use or disclosure of DHCS PI or PII other than as provided
24 for by this Personal Information Privacy and Security Contract. CONTRACTOR
25 ACS shall develop and maintain a written information privacy and security
26 program that include administrative, technical and physical safeguards
27 appropriate to the size and complexity of CONTRACTOR ACS's operations and the
28 nature and scope of its activities, which incorporate the requirements of

1 Subparagraph 2.2.3 (c), below. CONTRACTOR ACS will provide COUNTY with its
2 current policies upon request.

3 2.2.3 Security. CONTRACTOR ACS shall ensure the continuous
4 security of all computerized data systems containing DHCS PI and PII.
5 CONTRACTOR ACS shall protect paper documents containing DHCS PI and PII. These
6 steps shall include, at a minimum:

7 2.2.3.1 ~~Complying with all of the data system security~~
8 ~~precautions listed in Paragraph E 5 of the Business Associate Contract,~~
9 ~~Exhibit B C to the Agreement. ; and~~

10 2.2.3.2 Providing a level and scope of security that is
11 at least comparable to the level and scope of security established by the
12 Office of Management and Budget in OMB Circular No. A-130, Appendix III-
13 Security of Federal Automated Information Systems, which sets forth guidelines
14 for automated information systems in Federal agencies.

15 2.2.3.3 If the data obtained by CONTRACTOR ACS from
16 COUNTY includes PII, CONTRACTOR ACS shall also comply with the substantive
17 privacy and security requirements in the Computer Matching and Privacy
18 Protection Act Agreement between the Social Security Administration SSA and
19 the California Health and Human Services Agency (CHHS) and in the Agreement
20 between the Social Security Administration SSA and DHCS, known as the
21 Information Exchange Agreement (IEA). The specific sections of the IEA with
22 substantive privacy and security requirements to be complied with are sections
23 E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange
24 Security Requirements, Guidelines and Procedures for Federal, State and Local
25 Agencies Exchanging Electronic Information with the Social Security
26 Administration SSA. CONTRACTOR ACS also agrees to ensure that any of
27 CONTRACTOR ACS's agents or subcontractors, to whom CONTRACTOR ACS provides
28 DHCS PII agree to the same requirements for privacy and security safeguards

1 for confidential data that apply to CONTRACTOR ACS with respect to such
2 information.

3 2.2.4 Mitigation of Harmful Effects. To mitigate, to the extent
4 practicable, any harmful effect that is known to CONTRACTOR ACS of a use or
5 disclosure of DHCS PI or PII by CONTRACTOR ACS or its subcontractors in
6 violation of this Personal Information Privacy and Security Contract.

7 2.2.5 CONTRACTOR ACS's Agents and Subcontractors. To impose the
8 same restrictions and conditions set forth in this Personal Information and
9 Security Contract on any subcontractors or other agents with whom CONTRACTOR
10 ACS subcontracts any activities under the Agreement that involve the
11 disclosure of DHCS PI or PII to such subcontractors or other agents.

12 2.2.6 Availability of Information. To make DHCS PI and PII
13 available to the DHCS and/or COUNTY for purposes of oversight, inspection,
14 amendment, and response to requests for records, injunctions, judgments, and
15 orders for production of DHCS PI and PII. If CONTRACTOR ACS receives DHCS PII,
16 upon request by COUNTY and/or DHCS, CONTRACTOR ACS shall provide COUNTY and/or
17 DHCS with a list of all employees, contractors and agents who have access to
18 DHCS PII, including employees, contractors and agents of its subcontractors
19 and agents.

20 2.2.7 Cooperation with COUNTY. With respect to DHCS PI, to
21 cooperate with and assist the COUNTY to the extent necessary to ensure the
22 DHCS's compliance with the applicable terms of the CIPA including, but not
23 limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
24 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI
25 and notice of such breach to the affected individual(s).

26 2.2.8 Breaches and Security Incidents. During the term of the
27 Agreement, CONTRACTOR ACS agrees to implement reasonable systems for the
28 discovery of any breach of unsecured DHCS PI and PII or security incident.

1 ~~CONTRACTOR ACS agrees to give notification of any breach of unsecured DHCS PI~~
2 ~~and PII or security incident in accordance with Paragraph 6 F. of the Business~~
3 ~~Associate Contract, Exhibit B C to the Agreement.~~

4 2.2.9 Designation of Individual Responsible for Security.

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

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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: _____
NAHLA KAYALI SUHAIL MULLA
INTERIM EXECUTIVE DIRECTOR
ACCESS CALIFORNIA SERVICES

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By: _____
MARYAM SAYYEDI, PH.D.
EXECUTIVE DIRECTOR
OMID MULTICULTURAL INSTITUTE
FOR DEVELOPMENT

By: _____
MEYMUNA S. HUSSEIN
EXECUTIVE DIRECTOR
THE TIYYA FOUNDATION

Dated: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Interim Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____