

1 AGREEMENT FOR PROVISION OF
2 INTEGRATED COMMUNITY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
7 DBA SOUTHLAND HEALTH CENTER
8 JANUARY 1, 2017 THROUGH JUNE 30, 2018
9

10 THIS AGREEMENT entered into this 1st day of January 2017, which date is enumerated for
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC. DBA SOUTHLAND HEALTH
13 CENTER (CONTRACTOR). This Agreement shall be administered by the County of Orange Health
14 Care Agency (ADMINISTRATOR).

15
16 **W I T N E S S E T H:**
17

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

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

22 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: January 1, 2017 through June 30, 2018

Period One means the period from January 1, 2017 through June 30, 2017

Period Two means the period from July 1, 2017 through June 30, 2018

Maximum Obligation:

Period One Maximum Obligation:	\$ 598,500
Period Two Maximum Obligation:	<u>1,197,000</u>
TOTAL MAXIMUM OBLIGATION:	\$1,795,500

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 16-867-7235

CONTRACTOR TAX ID Number: 95-3403526

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Vietnamese Community of Orange County, Inc.
dba Southland Health Center
1618 W. First Street
Santa Ana, CA 92703
Contact Name: Tricia Nguyen, Chief Executive Officer
Contact Email: tnguyen@thevncoc.org

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I. ACRONYMS

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

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

3
4 **IV. COMPLIANCE**

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

7 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
8 policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General
9 Compliance Trainings.

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

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

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

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

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

34 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
35 procedures and screen all Covered Individuals employed or retained to provide services related to this
36 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
37 Screening shall be conducted against the General Services Administration's Excluded Parties List

1 System or System for Award Management, the Health and Human Services/Office of Inspector General
2 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
3 List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

19 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
20 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
21 Agreement.

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

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

33 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
34 federal and state funded health care services by contract with COUNTY in the event that they are
35 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
36 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
37 //

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

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

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

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

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

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

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

21
22 **V. CONFIDENTIALITY**

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

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

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

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

1 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
2 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
3 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
4 confidentiality of any and all information and records which may be obtained in the course of providing
5 such services. This Agreement shall specify that it is effective irrespective of all subsequent
6 resignations or terminations of CONTRACTOR members of the Board of Director or its designee or
7 authorized agent, employees, consultants, subcontractors, volunteers and interns
8

9 **VI. COST REPORT**

10 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
11 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
12 are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
13 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
14 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
15 between programs, cost centers, services, and funding sources in accordance with such requirements and
16 consistent with prudent business practice, which costs and allocations shall be supported by source
17 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
18 reasonable notice.

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

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

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

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

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

1 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
2 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
3 for final settlement to CONTRACTOR for that period.

4 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
5 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
6 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
7 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
8 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
9 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
10 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
11 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
12 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

1 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
2 Coverage sections of the rules implementing 51 F.R. 6370.

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4 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

37 //

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

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

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

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

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

16
17 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

27
28 **X. EQUIPMENT**

29 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
30 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
31 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
32 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
33 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
34 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
35 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
36 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
37 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of

1 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
2 depreciated according to GAAP.

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

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

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

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

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

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

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

31
32 **XI. EXPENDITURE AND REVENUE REPORT**

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

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

3
4 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

16
17 **XIII. INDEMNIFICATION AND INSURANCE**

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

28 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
29 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
30 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
31 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
32 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
33 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
34 subject to the same terms and conditions as set forth herein for CONTRACTOR.

35 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
36 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
37 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

1 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 2 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
 3 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 4 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
 5 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
 6 by COUNTY representative(s) at any reasonable time.

7 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 8 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 9 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 10 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

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

13 F. QUALIFIED INSURER

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

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

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

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

37 //

1	Technology Errors & Omissions	\$1,000,000 per claims made
2		\$1,000,000 aggregate
3		
4	Professional Liability Insurance	\$1,000,000 per claims made
5		\$1,000,000 aggregate
6		
7	Sexual Misconduct Liability	\$1,000,000 per occurrence
8		

9 H. REQUIRED COVERAGE FORMS

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

12 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA
13 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

14 I. REQUIRED ENDORSEMENTS

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

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

20 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's
21 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
22 excess and non-contributing.

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

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

27 b. A primary and non-contributing endorsement evidencing that the Contractor's
28 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
29 excess and non-contributing.

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

33 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
34 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
35 agents and employees.

36 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
37 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation

1 notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach
2 of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

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

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

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

12 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
13 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
14 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
15 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
16 remedies.

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

20 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 22 a. Prior to the start date of this Agreement.
- 23 b. No later than the expiration date for each policy.
- 24 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
25 changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

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

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

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

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

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

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
8

9 **XIV. INSPECTIONS AND AUDITS**

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

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

24 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
25 services.

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

31 **XV. LICENSES AND LAWS**

32 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
33 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
34 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
35 required by the laws, regulations and requirements of the United States, the State of California,
36 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
37 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the

1 | pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
2 | and exemptions. Said inability shall be cause for termination of this Agreement.

3 | B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 27 | 1. ARRA of 2009.
- 28 | 2. WIC, Division 5, Community Mental Health Services.
- 29 | 3. WIC, Division 6, Admissions and Judicial Commitments.
- 30 | 4. WIC, Division 7, Mental Institutions.
- 31 | 5. HSC, §§1250 et seq., Health Facilities.
- 32 | 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 33 | 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 34 | 8. CCR, Title 17, Public Health.
- 35 | 9. CCR, Title 22, Social Security.
- 36 | 10. CFR, Title 42, Public Health.
- 37 | 11. CFR, Title 45, Public Welfare.

- 12. USC Title 42. Public Health and Welfare.
- 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 15. 42 USC §1857, et seq., Clean Air Act.
- 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 18. Policies and procedures set forth in Mental Health Services Act.
- 19. Policies and procedures set forth in DHCS Letters.
- 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

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XVII. MAXIMUM OBLIGATION

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

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

XVIII. MINIMUM WAGE LAWS

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

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

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

XIX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

- 35 1. Denying a client or potential client any service, benefit, or accommodation.
- 36 2. Providing any service or benefit to a client which is different or is provided in a different
37 manner or at a different time from that provided to other clients.

1 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service or benefit.

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

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

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

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

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

17 b. Throughout the problem resolution and grievance process, client rights shall be
18 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
19 informed of their right to access the Patients’ Rights Office at any time.

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

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

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

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

XX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

9
10 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18
19 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

36 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
2 maintained by or for a covered entity that is:

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

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

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

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

11 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
12 or site visit.

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

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

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

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

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

27
28 **XXIV. RESEARCH AND PUBLICATION**

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

32
33 **XXV. REVENUE**

34 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
35 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
36 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
37 according to their ability to pay as determined by the State Department of Health Care Services’

1 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
2 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
3 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
4 No client shall be denied services because of an inability to pay.

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

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

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

17
18 **XXVI. SEVERABILITY**

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

24
25 **XXVII. SPECIAL PROVISIONS**

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

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

37 //

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

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

7 8. Severance pay for separating employees.

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

10 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

26
27 **XXVIII. STATUS OF CONTRACTOR**

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

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1 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
2 to be COUNTY's employees.

3
4 **XXIX. TERM**

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

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

13
14 **XXX. TERMINATION**

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

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

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

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

37 //

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
6 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
7

8 **XXXI. THIRD PARTY BENEFICIARY**

9 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
10 including, but not limited to, any subcontractors or any clients provided services pursuant to this
11 Agreement.
12

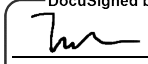
13 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
5 DBA SOUTHLAND HEALTH CENTER

6
7 DocuSigned by:
8 BY:  _____ DATED: 10/23/2016
9 F02C460230614C8...

10 TITLE: Chief Executive Officer
11 _____

12
13
14
15
16 COUNTY OF ORANGE

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

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

28
29 DocuSigned by:
30 BY:  _____ DATED: 10/21/2016
31 6026E89386254F6...
32 DEPUTY

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

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 INTEGRATED COMMUNITY SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
8 DBA SOUTHLAND HEALTH CENTER
9 JANUARY 1, 2017 THROUGH JUNE 30, 2018
10

11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

17 12. Mental Health Field means a business or service providing mental health Outreach,
18 Assessment or treatment services to mental health Participants, or providing housing, educational,
19 counseling, employment, recreational or social services to mental health Participants.

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

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

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

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

32 d. Medication Support Services means those services provided by a licensed physician,
33 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
34 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
35 symptoms of mental illness. These services also include Evaluation and documentation of the clinical
36 justification and effectiveness for use of the medication, dosage, side effects, compliance and response

37 //

1 to medication, as well as obtaining informed consent, providing medication education and plan
2 development related to the delivery of the service and/or Assessment of the beneficiary.

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

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

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

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

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

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

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

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

31 19. Outreach means the Outreach to potential Participants to link them to appropriate Mental
32 Health Services and may include activities that involve educating the community about the services
33 offered and requirements for participation in the programs. Such activities should result in the
34 CONTRACTOR developing their own Participant Referral sources for the programs they offer.

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

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

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

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

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

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

II. BUDGET

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

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
Indirect	\$ 53,085	\$ 106,170	\$ 159,255
SUBTOTAL ADMINISTRATIVE COST	\$ 53,085	\$ 106,170	\$ 159,255
PROGRAM COST			
Salaries	\$275,280	\$ 550,560	\$ 825,840
Benefits	48,174	96,348	144,522
Services and Supplies	140,357	280,714	421,071
Subcontracts	<u>81,604</u>	<u>163,208</u>	<u>244,812</u>
SUBTOTAL PROGRAM COST	\$545,415	\$1,090,830	\$1,636,245
TOTAL COST	\$598,500	\$1,197,000	\$1,795,500
REVENUE			
Mental Health Services Act	<u>\$598,500</u>	<u>\$1,197,000</u>	<u>\$1,795,500</u>
TOTAL REVENUE	\$598,500	\$1,197,000	\$1,795,500
TOTAL MAXIMUM OBLIGATION	\$598,500	\$1,197,000	\$1,795,500

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

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

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

22 **III. PAYMENTS**

23
 24 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 25 \$97,750 per month for Period One and Period Two. All payments are interim payments only, and
 26 subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which
 27 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
 28 Indirect Administrative Costs, as identified in the Budget Paragraph of this Exhibit A to the Agreement;
 29 provided, however, the total of such payments does not exceed the Maximum Obligation as stated in the
 30 Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are
 31 reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its
 32 discretion, pay supplemental invoices for any month for which the provisional amount specified above
 33 has not been fully paid.

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

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

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

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

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

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

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

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

26
27 **IV. REPORTS**

28 A. CONTRACTOR shall maintain records and make statistical reports as required by
29 ADMINISTRATOR.

30 **B. FISCAL**

31 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
32 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
33 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
34 in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual
35 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR
36 no later than the twenty (20) calendar days following the end of the month being reported.
37 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

1 If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five
2 (5) calendar days.

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

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

16 D. PROGRAMMATIC

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

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

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

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

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

37 //

V. SERVICES

A. FACILITY

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

9862 Chapman Avenue
Garden Grove, CA 92841

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

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

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

C. SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

8 8. CONTRACTOR shall provide support to the MHSA Outcome Data Collection team to
9 complete the required Outcome reports as requested by Administrator specific Outcome such as number
10 of Participants identified as needing Mental Health Services/physical health services; number of
11 Participants referred and connected to mental health team/physical health team; number of Participants
12 referred by CONTRACTOR to ADMINISTRATOR’s BHS Outpatient Services if meet criteria; quality
13 of life measurements; level of physical health care needs pre- and post- mental health service
14 intervention; improvement in core health care measures (blood pressure, cholesterol level, blood sugar
15 level, etc.) post- physical health team intervention for Participants in ADMINISTRATOR’s BHS
16 outpatient clinics; and other services as needed.

17 9. CONTRACTOR shall provide existing primary medical care/community clinic sites’ staff
18 (and its subcontract staff) with the training on basic behavioral health interviewing and screening tools
19 used to assess prospective Participants for a broad range of disorders, treatment programs and
20 appropriate Referrals. These trainings will be conducted by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 2. Maximize the use of the allocated funds;

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

15 4. Maintain appropriate staffing levels;

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

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

18 7. Track and report expenditures electronically;

19 8. Maintain electronic and telephone communication between CONTRACTOR and
20 ADMINISTRATOR; and

21 9. Act quickly to identify and solve problems.

22 O. LOANED EQUIPMENT

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

26 2. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
27 inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon
28 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to
29 COUNTY.

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

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

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

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

VI. STAFFING

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

PROGRAM	<u>FTE</u>
Program Manager	1.00
Medical Care Coordinator	3.00
Mental Health Worker	3.00
Primary Care Physician	0.80
Registered Nurse	1.00
Program Outreach Coordinator	1.00
Medical Data Specialist	<u>1.50</u>
SUBTOTAL PROGRAM FTEs	12.10
SUBCONTRACTORS	
Mental Health Worker	1.25
Registered Nurse	<u>1.00</u>
SUBTOTAL SUBCONTRACTOR FTEs	2.25
TOTAL FTEs	13.75

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

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

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

3. CONTRACTOR shall employ consumer MHWs as MCCs, including but not limited to, those who have successfully graduated from the MSHA funded consumer Paraprofessional certificate

1 training program. These MCCs will be providing medical care coordination to Participants in the public
2 mental health system and mental health support services such as Engagement, advocacy, and mentoring
3 either in individual or group setting at selected ADMINSTRATOR BHS outpatient clinics.

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

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

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

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

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

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

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

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

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

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

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 INTEGRATED COMMUNITY SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
8 DBA SOUTHLAND HEALTH CENTER
9 JANUARY 1, 2017 THROUGH JUNE 30, 2018

10
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

13 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
14 Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same
15 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at
16 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits

1 on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

16 1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the
17 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

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

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

35 3. The obligations of this Business Associate Contract shall survive the termination of the
36 Agreement.

37 //

1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 INTEGRATED COMMUNITY SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
8 DBA SOUTHLAND HEALTH CENTER
9 JANUARY 1, 2017 THROUGH JUNE 30, 2018

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

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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