

**AGREEMENT FOR PROVISION OF
 MENTAL HEALTH AND WELL-BEING PROMOTION FOR DIVERSE
 COMMUNITIES BETWEEN
 ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC.
 AND
 VIET AMERICA SOCIETY**

THIS AGREEMENT entered into this 1st day of January, 2023, between ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC. also known as OCAPICA and VIET AMERICA SOCIETY.

WHEREAS, OCAPICA has contracted with the County of Orange Health Care Agency (OCHCA) for the provision of Mental Health and Well-Being Promotion for Diverse Communities described herein to the residents of Orange County; and

WHEREAS, OCAPICA desires to enter into a subcontract with SUBCONTRACTOR for provision of a portion of those services, and

WHEREAS, the contract between OCAPICA and OCHCA requires that certain of the obligations of OCAPICA under the contract be imposed on the subcontractors of OCAPICA:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

GENERAL CONTRACT PROVISIONS

Term: January 1, 2023 through June 30, 2023

Maximum Obligation:

Total Maximum Obligation:	\$ 125,000.00
(minimum 3.125 FTE for 6 months)	

Basis for Reimbursement: Actual Cost	\$ 125,000.00
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Payment Method: Monthly in Arrears	
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1 **Notices to CONTRACTOR and SUBCONTRACTOR:**

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3 CONTRACTOR: Orange County Asian and Pacific Islander Community Alliance, Inc.
4 12912 Brookhurst Street, Suite 410
5 Garden Grove, CA 92840
6 Mary Anne Foo, Executive Director
7 Email: mafoo@ocapica.org

8
9 SUBCONTRACTOR: Viet America Society
10 8907 Warner Ave., Ste 125
11 Huntington Beach, CA 92647
12 President: Rhiannon Do
13 Email: rdo@warnerwellnesscenter.com

14
15
16 **SUBCONTRACTOR OBLIGATIONS**

17 SUBCONTRACTOR shall provide the services, assets, facilities and/or goods listed in Exhibit
18 A to this Agreement.

19
20 **COMPLIANCE WITH OC HCA REQUIREMENTS**

21 SUBCONTRACTOR shall:

- 22 1. Comply with the terms of the policies and procedures relating to OCHCA’s Compliance
23 Program and OCHCA’s Code of Conduct.
24 2. Conduct monthly sanction screening for individuals employed or retained to provide
25 services related to this Agreement to ensure that they are not designated as Ineligible
26 Persons in the General Services Administration's Excluded Parties List System, the
27 System for Award Management, the Health and Human Services/Office of Inspector
28 General List of Excluded Individuals/Entities, and the California Medi-Cal list of
29 ineligible providers, the Social Security Administration’s Death Master File conducted
30 upon hire, and/or any other list or system as identified by OCHCA.
31 3. Maintain the confidentiality of all records obtained in the course of providing services
32 under this Agreement.
33 4. Obtain written consents for the release of information from all persons served by
34 SUBCONTRACTOR pursuant to this Agreement.
35 5. Refrain from delegating any of its obligations, or assigning any of its rights, under this
36 Agreement.
37 6. Obtain verification of employment eligibility status required by federal or state law, from

- 1 all employees performing work pursuant to this Agreement.
- 2 7. Maintain an inventory of all Equipment purchased in whole or in part with funds paid
- 3 through this Agreement, including date of purchase, purchase price, serial number, model
- 4 and type of Equipment. Inventory should also include useful life and balance of
- 5 depreciated equipment cost, if any.
- 6 8. Indemnify OCHCA and OCAPICA from any claims arising from SUBCONTRACTOR's
- 7 performance under this Agreement.
- 8 9. Secure and maintain insurance in the types and in the amounts set forth in Exhibit C to
- 9 this Agreement.
- 10 10. Submit to audits and inspections requested by OCHCA or OCAPICA.
- 11 11. Maintain any licenses and permits required of it under Federal, State and local laws.
- 12 12. Comply with the requirements of state and federal laws regarding the enforcement of
- 13 child support obligations.
- 14 13. Refrain from the distribution of any communication that implies the endorsement of
- 15 SUBCONTRACTOR by OCHCA.
- 16 14. Pay no less than the greater of the Federal or California Minimum Wage to all its
- 17 employees that directly or indirectly provides services pursuant to this Agreement.
- 18 15. Refrain from unlawfully discriminating against any employee or applicant for
- 19 employment because of his/her race, religious creed, color, national origin, ancestry,
- 20 physical disability, mental disability, medical condition, genetic information, marital
- 21 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military
- 22 and veteran status.
- 23 16. Refrain from discriminating between employees with spouses and employees with
- 24 domestic partners, or discriminate between domestic partners and spouses of those
- 25 employees, in the provision of benefits.
- 26 17. Refrain from discriminating in the provision of services on the basis of race, religious
- 27 creed, color, national origin, ancestry, physical disability, mental disability, medical
- 28 condition, genetic information, marital status, sex, gender, gender identity, gender
- 29 expression, age, sexual orientation, or military and veteran status.
- 30 18. Establish procedures for advising all participants through a written statement that
- 31 individuals served by SUBCONTRACTOR under this Agreement may file complaints
- 32 alleging discrimination in the delivery of services with SUBCONTRACTOR, OCAPICA,
- 33 or OCHCA's Patient Rights Office.
- 34 19. Comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29
- 35 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with
- 36 Disabilities Act of 1990 (42 USC 12101 et seq.).
- 37 20. Refrain from intimidating, coercing or taking adverse action against any person for the

1 purpose of interfering with rights secured by federal or state laws, or because such person
2 has filed a complaint, certified, assisted or otherwise participated in an investigation,
3 proceeding, hearing or any other activity undertaken to enforce rights secured by federal
4 or state law.

- 5 21. Notify OCAPICA immediately upon becoming aware of the death of any person served
6 pursuant to this Agreement.
- 7 22. Maintain and manage records appropriate to the services provided under this Agreement.
- 8 23. Implement and maintain administrative, technical and physical safeguards to ensure the
9 privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
10 violation of the HIPAA, federal and state regulations and/or CHPP.
- 11 24. Be bound by the terms of OCHCA's Business Associate Agreement, a copy of which is
12 attached to this Agreement as Exhibit B.
- 13 25. Pay any costs associated with a Breach of privacy and/or security of PII and/or PHI,
14 including but not limited to the costs of notification.
- 15 26. Retain all financial records for a minimum of seven (7) years from the
16 termination of this contract, unless a longer period is required due to legal proceedings
17 such as litigations and/or settlement of claims.
- 18 27. Retain all participant, client, and/or patient medical records for seven (7) years following
19 discharge of the participant, client and/or patient, with the exception of non-emancipated
20 minors for whom records must be kept for at least one (1) year after such minors have
21 reached the age of eighteen (18) years, or for seven (7) years after the last date of service,
22 whichever is longer.

23
24 **SEVERABILITY**

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

31
32
33 **SPECIAL PROVISIONS**

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

- 36 1. Making cash payments to intended recipients of services through this Agreement.
37 2. Lobbying any governmental agency or official.

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 SUBCONTRACTOR's staff, volunteers, interns, consultants, subcontractors, or
- 4 members of the Board of Directors or governing body.
- 5 5. Reimbursement of SUBCONTRACTOR's members of the Board of Directors or
- 6 governing body for expenses or services.
- 7 6. Making personal loans to SUBCONTRACTOR's staff, volunteers, interns,
- 8 consultants, subcontractors, and members of the Board of Directors or governing body,
- 9 or its designee or authorized agent, or making salary advances or giving bonuses to
- 10 SUBCONTRACTOR's staff.
- 11 7. Paying an individual salary or compensation for services at a rate in excess of the
- 12 current Level I of the Executive Salary Schedule as published by the OPM. The OPM
- 13 Executive Salary Schedule may be found at www.opm.gov.
- 14 8. Severance pay for separating employees.
- 15 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required
- 16 building codes and obtaining all necessary building permits for any associated
- 17 construction.
- 18 10. Supplanting current funding for existing services.

19
20 Unless otherwise specified in advance and in writing by OCHCA, SUBCONTRACTOR shall
21 not use the funds provided by means of this Agreement for the following purposes:

- 22 1. Funding travel or training (excluding mileage or parking).
- 23 2. Making phone calls outside of the local area unless documented to be directly for the
- 24 purpose of participant care.
- 25 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 26 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 27 contribute to the quality of services to be provided pursuant to this Agreement.
- 28 5. Purchasing or improving land, including constructing or permanently improving any
- 29 building or facility, except for tenant improvements.
- 30 6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 SUBCONTRACTOR's participants.

32
33 **STATUS OF SUBCONTRACTOR**

34
35 SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and
36 shall be wholly responsible for the manner in which it performs the services required of it by the
37 terms of this Agreement. This Agreement shall not be construed as creating the relationship of

1 employer and employee, or principal and agent, between OCHCA or OCAPICA and
2 SUBCONTRACTOR.

3
4 **TERM**

5 The term of this Agreement shall commence on January 1, 2023 and shall end on June 30,
6 2023 unless terminated earlier.

7
8 **TERMINATION**

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

11
12 **CONTINGENT FUNDING**

13 Any obligation of OCHCA or OCAPICA under this Agreement is contingent upon the
14 continued availability of federal, state and county funds for reimbursement of OCHCA's
15 expenditures, and inclusion of sufficient funding for the services hereunder in the applicable
16 budget(s) approved by the Board of Supervisors.

17
18 In the event such funding is subsequently reduced or terminated, OCHCA and OCAPICA may
19 suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice
20 given SUBCONTRACTOR. If OCHCA elects to renegotiate this Agreement due to reduced or
21 terminated funding, SUBCONTRACTOR shall not be obligated to accept the renegotiated terms.

22
23 **THIRD PARTY BENEFICIARY**

24 Neither party hereto intends that this Agreement shall create rights hereunder in third parties.

25
26 **WAIVER OF DEFAULT OR BREACH**

27 Waiver by OCHCA or OCAPICA of any default by SUBCONTRACTOR shall not be
28 considered a waiver of any subsequent default and shall not be considered a modification of the
29 terms of this Agreement.

30
31 **ALTERATION OF TERMS**

32 This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,
33 fully express the complete understanding of OCAPICA and SUBCONTRACTOR.

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

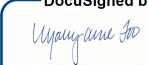
NOTICES

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

- 3 1. When written and deposited in the United States mail, first class postage prepaid and
- 4 addressed as stated below;
- 5 2. When faxed, transmission confirmed;
- 6 3. When sent by Email; or
- 7 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 8 Service, or other expedited delivery service.

9
10 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
11 State of California.

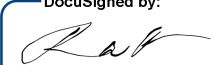
12
13 ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC.

14 DocuSigned by:

 15 BY: _____ DATED: 12/22/2022
332A87E000C74A5...
 16 Mary Anne Foo

17
18 TITLE: Executive Director

19
20 ADDRESS: 12912 Brookhurst Street Suite 410
21 Garden Grove, CA 92840

22
23
24 VIET AMERICA SOCIETY

25 DocuSigned by:

 26 BY: _____ DATED: 12/22/2022
6376632723F34F5...
 27 Rhiannon Do

28
29
30 TITLE: President

31
32 ADDRESS: 8907 Warner Ave., Ste. 125
33 Huntington Beach, CA 92647

EXHIBIT A

**MENTAL HEALTH AND WELL-BEING PROMOTION SERVICES TO BE PROVIDED
BY VIET AMERICA SOCIETY**

A. MENTAL HEALTH AND WELL-BEING PROMOTION SERVICES

1. SUBCONTRACTOR shall provide services that promote mental health and well-being for individuals who are isolated and at risk of developing a mental health condition or who are displaying early signs of emotional, mental health concerns, and continue to be unserved or underserved individuals from diverse communities that focus on Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals in Orange County.

2. SUBCONTRACTOR shall develop and implement a peer-based service model in support of Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals within Orange County. These individuals have been identified to be particularly vulnerable and at risk of developing mental health conditions and are identified to be harder to reach in traditional ways because of social, cultural, or economic barriers.

3. The goal of these services shall be to promote access to programs and services to better address the mental health needs of individuals from these communities. Services shall focus on promoting mental health wellness, preventing mental health issues with the goal of increasing connectedness, reducing prevailing stigma, and improving health seeking behaviors. The services will be designed to support individuals' well-being by increasing their awareness and knowledge of mental health issues, associated risk factors and protective factors, as well as available community resources in the County.

4. SUBCONTRACTOR shall utilize peers who have lived experience either at a personal level or via a family member. Service delivery will be implemented by the use of peer-based models that utilize evidence-based strategies, including but not limiting to, peer mentoring, peer support, peer education, advocacy, peer leadership and peer coaching. SUBCONTRACTOR shall actively recruit peer mentors/volunteers and provide them with necessary support, education and training and opportunities to apply knowledge and learnt skills. SUBCONTRACTOR shall recruit and train a minimum of 15 peers annually. The peer component must be structured to allow for expanding the number of peers through the ongoing recruitment and training of new peer individuals. Peer recruitment should include training and a plan for supervision. The peer staff shall actively support the planning and implementation of community event activities, community outreach, the provision of workshops or educational groups, and the referral of individuals to available community resources. Training topics for the peer leaders/mentors will include, but not be limited to, mental health education and awareness, identification of mental health conditions, risk and protective factors, assisting an individual who may be at risk and/or living with mental

1 health conditions and their families effectively, and increasing knowledge regarding navigating
2 and accessing mental health services. Resources will be made available to peers via print and
3 online so that information may continue to be accessed after training has been completed.

4 5. Subcontractors shall be utilized with the approval of the CONTRACTOR, in order to
5 expand the reach of the contracted services. The subcontractors shall enhance access to the target
6 populations and incorporate the peer-based model as outlined within the service contract.
7 Subcontracted services shall incorporate some or all of the identified services (Outreach, Social
8 Media/Digital Marketing Campaigns, Educational, Groups/Workshops, Educational/Informational
9 Materials Development and Information Dissemination, Individual Peer Support Engagements,
10 and Events) for the Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and
11 North African (AMENA) communities. SUBCONTRACTOR shall be responsible for the
12 establishment of the subcontractors' scopes of service, ensuring subcontractor staff are
13 appropriately trained and capable of supporting the target population(s), tracking service outcomes
14 for each subcontractor, and reporting these outcomes to the CONTRACTOR on a monthly basis.

15 6. SUBCONTRACTOR shall accomplish these above outlined goals through outreach,
16 information dissemination, community education and events, skills building, socialization group
17 activities, one-one interactions, engaging with families and other individuals supporting or
18 representing the target population, and making appropriate referrals and linkages to resources and
19 support as needed. SUBCONTRACTOR shall ensure that services are based on strategies that
20 have maximum impact on reaching the target population.

21 B. OUTREACH SERVICES

22 1. SUBCONTRACTOR shall design their outreach services to reach Black, Asian and
23 Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals,
24 within Orange County to raise awareness, increase recognitions of early signs of mental illness
25 and disseminate information regarding mental health and wellness and also reach the "potential
26 responders," i.e., community members who are working with or will likely encounter individuals
27 who may be experiencing or at an elevated risk of experiencing a mental health challenge.
28 SUBCONTRACTOR shall identify all the traditional and non-traditional areas, including but not
29 limited to, outdoor and indoor community events, religious organizations (churches, temples,
30 mosques), hospitals, health and career fairs, community based services agencies, sporting events,
31 college campuses, shelters, inpatient and outpatient facilities, community centers, in-homes,
32 community businesses, supportive service agencies, web-based platforms including social media
33 etc., to promote awareness of the services and available resources.

34 2. SUBCONTRACTOR's outreach efforts shall focus on sharing information about the
35 mental health needs of the target population, disseminating resources and educational materials,
36 reducing mental health stigma; and connecting the target population to community resources,
37 including but not limited to the County's digital resource navigation tool, OC Navigator;

1 | therefore, providing an expansion of support and interpersonal connection for vulnerable
2 | individuals.

3 | 3. SUBCONTRACTOR shall accomplish this by utilizing a combination of outreach
4 | methods to education and promote visibility to strategically target the Black, Asian and Pacific
5 | Islander (API), Arab American, Middle Eastern, and North African (AMENA) communities.
6 | These may include but not be limited to community outreach and presentations conducted by
7 | staff/peers who are trusted members of the community and are able to build rapport and trust with
8 | the community. Staff/peer shall raise awareness about mental health and wellness topics and
9 | provide information about available services and resources by building rapport and trust with the
10 | community, especially with those who may be unaware of available resources and how to access
11 | them. This information dissemination may be achieved via resource tabling at small-or large-scale
12 | community events, such as resource/health/wellness fairs, conference, church events, community
13 | events, 5k races, online (public service announcement, email, social media or digital marketing) or
14 | via telephone. SUBCONTRACTOR shall engage in weekly outreach activities and complete a
15 | minimum of 30 outreach activities annually.

16 | a. SOCIAL MEDIA/DIGITAL MARKETING CAMPAIGNS:

17 | SUBCONTRACTOR shall employ an integrated, multi-level digital outreach and marketing
18 | strategy to develop a minimum of 30 social media campaigns, which shall be designed to reach
19 | and engage Black, Asian and Pacific Islanders (API), Arab American, Middle Eastern, and North
20 | African (AMENA) individuals. This could include placement of advertisements within social
21 | media platforms frequented by individuals within the targeted communities or other methods of
22 | reaching individuals within the targeted communities with the goal and destigmatize the need for
23 | mental health care and market supportive services. The social media posts will be made in both
24 | English and the AAPI, AMENA languages. The goal of the digital campaigns shall be to reduce
25 | stigma around mental health issues by disseminating information around community activities that
26 | promote health and well-being and increasing access to care for the unserved, underserved and
27 | isolated target communities. The social media and marketing activities shall aim to better inform
28 | the community members regarding mental health, seek to improve mental health outcomes,
29 | increase help seeking behaviors and prevent the progression of mental health conditions, obtaining
30 | a combined total of 885 digital ad impressions for the campaigns. In addition, other web analytics
31 | such as “engagements” “clicks”, “likes” and “shares” shall also be collected and reported for each
32 | campaign. These campaigns may include, but not be limited to, such activities as, targeted and
33 | coordinated social media posts, live social media activities, email campaigns, themed social media
34 | posts, or social media ad campaigns. SUBCONTRACTOR shall review all campaign plans with
35 | and obtain approval from the CONTRACTOR no less than thirty (30) days prior to the
36 | implementation of the campaign. SUBCONTRACTOR shall establish and maintain digital
37 |

1 marketing platforms, digital advertising and marketing, geo located ad placements across social
2 media platforms specific to events, groups and workshops.

3 b. EDUCATIONAL GROUPS/WORKSHOPS: SUBCONTRACTOR shall
4 develop and implement educational community-based educational groups/workshops for a group
5 of two (2) or more participants designed to promote the awareness of a wide variety of mental
6 health topics, including stigma reduction and suicide prevention, and increase help seeking
7 behaviors. Topics for these educational groups/workshops may include, but not be limited to, the
8 signs and symptoms of mental illness including suicide risk, having effective conversations with
9 family members regarding mental health concerns, coping skills, domestic violence, grief and
10 loss, building protective factors, substance abuse, time management and stigma reduction.
11 SUBCONTRACTOR shall provide a combination of in-person and online workshops to maximize
12 access and participation throughout the County. In person workshops shall be held throughout the
13 County at locations that will connect the participants to programs within their own communities
14 and are also geographically accessible. Workshops may include a combination of lecture and
15 panel discussions with hands-on exercises built into the format. Culturally appropriate collateral
16 materials such as handouts, brochures and resource guides will be provided to participants.
17 SUBCONTRACTOR shall provide a minimum of 13 educational workshops annually.

18 c. EDUCATIONAL/INFORMATIONAL MATERIALS DEVELOPMENT AND
19 INFORMATION DISSEMINATION: SUBCONTRACTOR shall, collaborate with Mental Health
20 and Wellbeing Promotion for Diverse Communities Contracted collaborative providers, including
21 their subcontractors under their individual Contracts Services partner/s to develop culturally
22 responsive mental health-related educational, informational, and/or resource materials, as
23 necessary, and make them available in print via podcasts or online, as applicable, and appropriate
24 for the proposed target audience. These may consist of, but not be limited to, written materials
25 including brochures, pamphlets, posters, and online materials including but not be limited to
26 signage, cards, brochures, and fact sheets published via various online outlets such as email,
27 websites and social media. All marketing and educational materials must be reviewed and
28 approved by the CONTRACTOR prior to use. These materials shall be distributed to participants
29 at workshops, events and all other activities including outreach events.

30 d. INDIVIDUAL PEER SUPPORT ENGAGEMENTS: SUBCONTRACTOR shall
31 engage a minimum of 48 Black, Asian and Pacific Islander (API), Arab American, Middle
32 Eastern, and North African (AMENA) individuals, within Orange County, who may be isolated
33 and at risk of developing mental health conditions, or who are displaying early signs of emotional
34 or mental health concern, in peer support services annually. These individual peer support
35 engagements would encompass any one-on-one engagements the peer staff may have in person or
36 via telephone or web-based platforms such as ZOOM with an individual from one of the target
37 populations who is isolated and may be experiencing, showing early signs of, or at risk of

1 developing a mental health condition. An engagement session shall be a minimum of 15 minutes
2 in duration. These include strategies or services rendered to a Participant on a person-to-person
3 level and may include individual Participant education, skills development (e.g. coping skills,
4 stress management techniques job skills development, rapport building activities, support in
5 identifying needs and developing a wellness services plan, plan follow-up, life coaching,
6 exploring community resources, assistance in navigating resources, supporting in linking to
7 community resources, or any other activity that could enhance help seeking behaviors.

8 SUBCONTRACTOR shall promote and advertise peer support through outreach, events, social
9 media and digital advertising and encourage these individuals to reach out for support.

10 SUBCONTRACTOR shall conduct a minimum of 192 Individual Peer Support Engagements
11 annually.

12 e. EVENTS: SUBCONTRACTOR shall organize or collaborate with Black, Asian
13 and Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA)
14 community members to facilitate culturally appropriate in-person events that will focus on
15 reducing stigma, raise awareness on a variety health and wellness topics, which may include, but
16 not be limited to, activities such as:

17 i. Art Exhibits showcasing artwork, photographic displays, Photo, Voice,
18 etc. created by Participants that promote mental health awareness, suicide prevention, stigma
19 reduction, etc.

20 ii. Performances such as theatre, dance, musical performances, film
21 screenings, and other creative artistic expressions or other creative mediums highlighting different
22 mental health topics.

23 iii. Conference/summit highlighting mental health topics including suicide
24 prevention, barriers to help seeking followed by panel discussions and facilitated by mental health
25 professionals.

26 iv. Other events including pop up events, panel discussion series, walks,
27 community forums including but not limited to observe mental health awareness month, world
28 suicide prevention day/week/month, survivor of suicide loss day, mental health day, etc.

29 v. SUBCONTRACTOR shall ensure that these community events are
30 provided in community settings that are accessible to Black, Asian and Pacific Islander (API),
31 Arab American, Middle Eastern, and North African (AMENA) individuals throughout Orange
32 County. These events shall be coordinated and implemented in partnership with other community
33 and county agencies serving the target populations, with in-language translations available based
34 on registrant requests for languages. The events shall be culturally informed and relevant. The
35 location/venue for the events shall be located within Orange County.

36 vi. SUBCONTRACTOR shall facilitate a minimum of two (2) large-scale
37 community educational events. Large-scale community events shall reach a minimum of 200

1 participants and will integrate mental health and wellness, prevention, and stigma reduction as a
2 part of ongoing community dialogue and presence.

3 vii. SUBCONTRACTOR shall also facilitate a minimum of 10 smaller-
4 scale community events and thirty (30) community outreach activities reaching a minimum of 650
5 participants. The small-scale events shall be conducted throughout Orange County in settings that
6 enhance community access as well as the participants ability to engage in discussion around
7 mental health topics. These settings may include, but not be limited to, churches, community
8 centers, parks or schools within the communities of the target populations.

9 viii. SUBCONTRACTOR shall actively promote all events and engage
10 community involvement and participation. All events shall be promoted extensively to maximize
11 and increase attendance of the targeted demographic to serve as many participants as possible and
12 in line with maximum venue capacities.

13 ix. SUBCONTRACTOR shall advertise and publicize through social media
14 platforms, newsletters, websites, and other community specific outreach activities at community
15 and cultural events.

16 x. SUBCONTRACTOR shall collaborate with existing community agencies
17 serving Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and North
18 African (AMENA) communities for the events and ensure that the efforts are not duplicated but
19 complemented.

20 xi. Participant support shall be made available immediately following each
21 performance/event for referral and/or linkage to various COUNTY and community-based mental
22 health service programs. Mental health service resources shall be made available to persons in
23 attendance and COUNTY's website: at: <https://ocnavigator.org/m/ocn>

24 xii. SUBCONTRACTOR shall be responsible for all aspects of the
25 development and implementation of all events, from concept through execution, and ensure
26 CONTRACTOR is provided with appropriate and periodic updates at all phases.

27 xiii. SUBCONTRACTOR shall collaborate with its subcontracted providers
28 to ensure that events are coordinated countywide and to provide in-language translations based on
29 registrant requests for languages. SUBCONTRACTOR shall engage Peer staff/Volunteers to plan
30 and coordinate the events as applicable.

31 4. COLLABORATIONS: SUBCONTRACTOR shall provide services by actively
32 developing collaborations and integrate efforts among community and county agencies to ensure
33 comprehensive access to resources and services. Community collaborations and/or coalitions or
34 partnerships will be aimed at expanding mental health knowledge and awareness and mitigate the
35 impact of limited resources and reach a larger audience. These may include, but are not limited to,
36 agencies serving Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, or
37 North African (AMENA) individuals, including agencies serving individuals from the target

1 | populations who may be homeless and displaced, those individuals from the target populations
2 | enrolled in colleges, agencies providing vocational rehabilitation support, individuals from the
3 | target populations who may be experiencing chronic disease or disabilities, and substance use
4 | disorders treatment facilities. SUBCONTRACTOR shall ensure that these partnerships will be
5 | made with the purpose of outreaching to these organizations, bringing awareness regarding
6 | culturally relevant mental health issues and what resources are available in the community to
7 | address their concerns and address any gaps. SUBCONTRACTOR shall create Memoranda of
8 | Understanding with these agencies as necessary.

9 | 5. REFERRALS AND LINKAGES SUBCONTRACTOR shall connect participants to
10 | community resources through referral and follow-up to ensure linkages have been made. A service
11 | is considered a referral when a Participant receives program and contact information for services
12 | or community programs (health care, mental health, and/or other support services). Linkage is
13 | when a Participant is successfully connected to services through a warm hand-off or follow-up to
14 | ensure the connection was made. SUBCONTRACTOR shall obtain Participants' consent prior to
15 | linking or transferring Participants to another service provider or community resources.
16 | SUBCONTRACTOR shall obtain Participants' consent prior to linking or transferring Participants
17 | to another service provider or community resources. SUBCONTRACTOR shall utilize an
18 | informed consent tool approved by the CONTRACTOR. Referrals are to be collected and tracked
19 | based on HCA's current referral and linkage categories. The SUBCONTRACTOR will utilize
20 | HCA's digital resource navigation tool, the OC Navigator, when making referrals and linkages.
21 | SUBCONTRACTOR shall collaborate with the community partners including the development
22 | team identified by HCA as being responsible for the OC Navigator platform, in order to
23 | incorporate any additional reliable resources to the OC Navigator and made available for use by
24 | Orange County residents. The resources may include but not be limited to, mental health, physical
25 | health, physical health, spiritual wellness, housing, food insecurity, or legal aid.

26 | 6. SUBCONTRACTOR shall, consult with and report progress to CONTRACTOR
27 | regarding all the Programmatic benchmarks as well as timeline of the events. This will include the
28 | submission of a detailed Action Plan by the SUBCONTRACTOR to the CONTRACTOR, for
29 | review and approval, within 30 days prior to event start date.

30 | 7. SUBCONTRACTOR shall provide culturally and age-appropriate information for
31 | Participants and include but not limited to topics of mental health, breaking the stigma and
32 | increasing help-seeking behavior.

33 | 8. SUBCONTRACTOR shall provide a supportive environment to promote comfort and
34 | the discussion of sensitive topics around mental health.

35 | 9. SUBCONTRACTOR shall partner with COUNTY's Mental Health and Well-Being
36 | Promotion for Diverse Communities Contracted collaborative providers, including their
37 | subcontractors under their individual Contracts Services, for updating the Community Events

1 Calendar that will list locations and times of events or interest for the Black, Asian and Pacific
 2 Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals within
 3 Orange County.

4 10. SUBCONTRACTOR shall make its best effort to provide services pursuant to this
 5 Contract in a manner that is culturally and linguistically appropriate for the population(s) served.
 6 SUBCONTRACTOR shall maintain documentation of such efforts which may include, but not be
 7 limited to: records of participation in COUNTY-sponsored or other applicable training;
 8 recruitment and hiring policies and procedures; copies of literature in multiple languages and
 9 formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and
 10 cultural sensitivity.

UNITS OF SERVICE

11
 12
 13 1. SUBCONTRACTOR shall achieve, track and record, at a minimum, the following units
 14 of service as specified below:

UNITS OF SERVICES	PRO-RATED CONTRACTED LIMITS (6 MONTHS)
OUTREACH	
Large and Small Community Events	12
Community Outreach Activities	30
PEER SUPPORT SERVICES	
Peer Individuals Trained	15
Individuals Engaged through Peer Support	48
Total number of Peer Support Sessions	192
COMMUNITY WORKSHOPS/EDUCATION GROUPS	
Workshops/Educational Groups	13
Individuals Attending Workshops/Educational Groups	100
SOCIAL MEDIA AND DIGITAL MARKETING	
Social Media/Digital Marketing Campaigns	30

E. OUTCOME MEASURES

32
 33 1. SUBCONTRACTOR shall complete all surveys, tools and pre/post tests for
 34 measurement of outcomes of services, as requested by CONTRACTOR. Measures may include,
 35 but are not limited to, Stigma Reduction Survey, Knowledge, Attitude Behavior Survey,
 36 Educational Feedback Survey and Participant Satisfaction Survey.
 37

1 2. SUBCONTRACTOR shall implement, track, and evaluate CONTRACTOR approved
2 outcome measures across all services and provide analysis to CONTRACTOR in a format
3 agreeable to both parties.

4 3. SUBCONTRACTOR shall track and implement CONTRACTOR approved outcome
5 measures across all services. Outcome variables measured shall include, but not limited to, the
6 reach of activities, access to community resources, community partnerships, and the dissemination
7 of information to the community, changes in participant attitudes around mental health issues, the
8 increase in awareness and knowledge about behavioral health conditions, the increase in
9 knowledge about community resources available to help with behavioral health and co-occurring
10 issues, improvement in quality of life, and service satisfaction.

11 4. SUBCONTRACTOR shall strive to meet the following outcome measure goals for their
12 program and applicable to the population being served:

13 a. On average, Participants will report an increased awareness of mental health needs
14 pertaining to the target population.

15 b. On average, Participants will report an increase in knowledge of community mental
16 health resources.

17 c. On average, Participants will report an increase in confidence to navigate the mental
18 health system.

19 d. On average, Participants will report a decrease in stigma related to mental health
20 conditions.

21 e. On average, Participants will report an increase in confidence to facilitate help seeking
22 behaviors.

23 5. SUBCONTRACTOR shall utilize the most current version of CONTRACTOR
24 approved data collection tool kit, as developed by the HCA Mental Health Recovery Services data
25 analytics team in order to collect and report pertinent data, which would be entered and analyzed
26 for Participant's level of satisfaction, program management, and quality improvement purposes. In
27 addition, any data collection systems utilized by SUBCONTRACTOR to track Participant
28 enrollment, demographics, trends, and service utilization shall be reviewed and approved by
29 CONTRACTOR prior to implementation.

30 6. SUBCONTRACTOR shall develop a system to track and record the following
31 demographics: number of individuals served based on age groups; race and ethnicity; primary
32 language; individuals who identify as LGBTQI; veterans; and other categories.

33 7. SUBCONTRACTOR shall, on an ongoing basis and in partnership with
34 CONTRACTOR, develop, modify, and incorporate different/additional outcome measurements,
35 as approved by CONTRACTOR.

36
37

1 8. SUBCONTRACTOR shall provide CONTRACTOR with monthly data reports, or as
2 needed upon request of CONTRACTOR. The platforms and means of data submission must be
3 approved by CONTRACTOR and ensure all privacy requirements are met.

4 9. SUBCONTRACTOR shall conduct on-going evaluations of the program and provide
5 analysis to CONTRACTOR on a regular basis and in a format agreeable to CONTRACTOR.

6 10. SUBCONTRACTOR and CONTRACTOR may mutually agree, in writing, to modify
7 the Mental Health Promotion Services Paragraph of this Exhibit C to the Contract.

8 STAFFING

9
10 A. SUBCONTRACTOR shall, at a minimum, provide the following staffing pattern expressed
11 in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract.

STAFFING	Proposed FTEs
Staff Position	3.125 FTE

12
13
14
15
16 B. SUBCONTRACTOR shall make best effort to include bilingual/bicultural services to meet
17 the diverse needs of the community threshold languages as determined by COUNTY. Whenever
18 possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies
19 occurring at a time when bilingual and bicultural composition of the staffing does not meet the
20 above requirement must be filled with bilingual and bicultural staff unless CONTRACTOR
21 consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings
22 resulting from such vacant positions may not be used to cover costs other than salaries and
23 employees benefits unless otherwise authorized in writing, in advance, by CONTRACTOR.

24 C. SUBCONTRACTOR shall make its best effort to provide services pursuant to the Contract
25 in a manner that is culturally and linguistically appropriate for the population(s) served.
26 SUBCONTRACTOR shall maintain documents of such efforts which may include; but not be
27 limited to: records of participation in COUNTY-sponsored or other applicable training;
28 recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as
29 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,
30 individuals who are physically challenged.

31 D. SUBCONTRACTOR is highly encouraged to augment the above paid staff with qualified
32 and trained volunteers and/or interns upon written approval of CONTRACTOR.

33 E. SUBCONTRACTOR shall maintain personnel files for each staff member, both
34 administrative and programmatic, which shall include, but not be limited to, an application for
35 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
36 applicable), pay rate and evaluations justifying pay increases.
37

1 F. SUBCONTRACTOR shall establish clear P&Ps pertaining to staff's work location options
2 (i.e., office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and
3 computers). The P&Ps shall address at the minimum the following:

- 4 1. Eligibility and selection criteria;
- 5 2. Staff's field/home on-duty conduct and responsibilities;
- 6 3. Supervision plan of staff and equipment including emergency procedure; and
- 7 4. Confidentiality and records keeping.

8 G. SUBCONTRACTOR shall notify CONTRACTOR, in writing, within seventy-two (72)
9 hours, of any staffing vacancies that occur during the term of the Contract.

10 H. SUBCONTRACTOR shall notify CONTRACTOR, in writing, at least seven (7) days in
11 advance, of any new staffing changes; including promotions, temporary FTE changes and internal
12 or external temporary staffing assignment requests that occur during the term of the Contract.

13 I. SUBCONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary
14 training prior to discharging duties associated with their titles and any other training necessary to
15 assist SUBCONTRACTOR and CONTRACTOR to be in compliance with prevailing standards of
16 practice as well as State and Federal regulatory requirements.

17 J. SUBCONTRACTOR shall provide ongoing supervision throughout all shifts to all staff,
18 albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and
19 program effectiveness. Supervision methods should include debriefings and consultation as
20 needed, individual supervision or one-on-one support, and team meetings. Supervision should be
21 provided by a supervisor who has extensive knowledge regarding mental health issues.

22 K. CONTRACTOR shall provide, or cause to be provided, training and ongoing consultation
23 to SUBCONTRACTOR's staff to assist SUBCONTRACTOR in ensuring compliance with
24 CONTRACTOR Standards of Care practices, P&Ps, documentation standards and any State
25 regulatory requirements.

26 L. SUBCONTRACTOR and CONTRACTOR may mutually agree, in writing, to modify the
27 Staffing Paragraph of this Exhibit A to the Contract.

28
29 **BUDGET**

30 A. OCAPICA shall pay SUBCONTRACTOR in accordance with the Payments Paragraph to
31 the Agreement and the following budget, which is set forth for informational purposes only and
32 may be adjusted by mutual agreement, in writing, by CONTRACTOR and SUBCONTRACTOR
33 with approval of ADMINISTRATOR to modify this Exhibit A to the Agreement.

34
35 \$125,000.00 – January 1, 2023 to June 30, 2023;

36 Renewal for subsequent years will be based on performance and compliance with the Agreement.
37

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

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

21 D. SUBCONTRACTOR and CONTRACTOR may mutually agree, in writing, to modify the
22 Budget Paragraph of this Exhibit A to the Contract.

23 PAYMENTS

24 A. SUBCONTRACTOR agrees to provide the services, staffing, facilities, and supplies in
25 accordance with this Agreement. CONTRACTOR shall pay SUBCONTRACTOR monthly, in
26 arrears.
27

28 a. In support of the monthly invoices, SUBCONTRACTOR shall submit agreed upon report
29 of Units of Service as specified in the units of service paragraph below.

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

36 C. All invoices to CONTRACTOR shall be supported at SUBCONTRACTOR’s facility, by
37 source documentation including general ledgers, journal entries, timesheets, invoices, bank

1 statements, canceled checks, receipts, receiving records and records of services provided.

2 D. CONTRACTOR may withhold or delay any payment if SUBCONTRACTOR fails to
3 comply with any provision of the Agreement.

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

7 F. SUBCONTRACTOR and CONTRACTOR may mutually agree, in writing, to modify the
8 Payments Paragraph of this Exhibit A to the Agreement.

9 10 **REPORTS**

11 A. PROGRAMMATIC – Throughout the term of the Contract, SUBCONTRACTOR shall
12 submit monthly Programmatic reports to CONTRACTOR. These reports shall be in a format
13 approved by CONTRACTOR and shall include but not be limited to, descriptions of any
14 performance objectives, outcomes, and or interim findings as directed by CONTRACTOR.
15 SUBCONTRACTOR shall be prepared to present and discuss the programmatic reports at the
16 monthly meetings with CONTRACTOR, to include whether or not SUBCONTRACTOR is
17 progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory
18 progress.

19 B. FISCAL

20 1. Expenditure and Revenue Report. Throughout the term of the Contract,
21 SUBCONTRACTOR shall submit monthly Expenditure and Revenue Reports to
22 CONTRACTOR. These reports will be on a form provided by CONTRACTOR and will report
23 year-to-date actual costs and revenues for SUBCONTRACTOR's program described in the
24 Services Paragraph of this Exhibit A to the Contract.

25 2. Year-End Projections. SUBCONTRACTOR shall provide monthly year-end
26 projections that shall include year-to-date actual costs and revenues and anticipated year-end
27 actual costs and revenues for SUBCONTRACTOR's program described in the Services
28 Paragraph of this Exhibit A to the Contract. YearEnd Projection Reports will be submitted in
29 conjunction with the Monthly Expenditure and Revenue Reports.

30 3. Staffing Report. SUBCONTRACTOR shall submit monthly Staffing Reports to
31 CONTRACTOR. These reports shall be on a form provided by CONTRACTOR and shall, at a
32 minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit
33 A to the Contract, and staff hours worked by position. Staffing Reports will be submitted in
34 conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

35 C. The monthly Programmatic, Expenditure and Revenue, Year-End Projection, and Staffing
36 reports shall be received by CONTRACTOR no later than the tenth (10th) day following the end
37 of the month being reported. SUBCONTRACTOR must request in writing any extensions to the

1 due date of the monthly required reports. If an extension is approved by CONTRACTOR, the
2 total extension will not exceed more than five (5) calendar days.

3 D. ADDITIONAL REPORTS – Upon CONTRACTOR’s request, SUBCONTRACTOR
4 shall make such additional reports as required by CONTRACTOR concerning
5 SUBCONTRACTOR’s activities as they affect the services hereunder. CONTRACTOR shall be
6 specific as to the nature of information requested and allow up to thirty (30) calendar days for
7 SUBCONTRACTOR to respond.

8 E. SUBCONTRACTOR and CONTRACTOR may mutually agree, in writing, to modify the
9 Reports Paragraph of this Exhibit A to the Contract.

10
11 EXHIBIT B

12 I. **BUSINESS ASSOCIATE CONTRACT**

13 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

37 6. The parties understand that the HIPAA Privacy and Security rules, as defined below

1 in Subparagraphs B.9 and B.14, apply to the SUBCONTRACTOR in the same manner as they
2 apply to the covered entity (CONTRACTOR). SUBCONTRACTOR agrees therefore to be in
3 compliance at all times with the terms of this Business Associate Contract and the applicable
4 standards, implementation specifications,
5 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter
6 amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used,
7 or disclosed pursuant to the Agreement.

8 B. DEFINITIONS

9 1. "Administrative Safeguards" are administrative actions, and policies and procedures,
10 to manage the selection, development, implementation, and maintenance of security measures to
11 protect electronic PHI and to manage the conduct of SUBCONTRACTOR's workforce in relation
12 to the protection of that information.

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

15 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

7 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
8 Privacy Rule in 45 CFR § 164.501.

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

12 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
13 SUBCONTRACTOR's electronic information systems and related buildings and equipment, from
14 natural and environmental hazards, and unauthorized intrusion.

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

17 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45
18 CFR § 160.103.

19 11. "Required by Law" shall have the meaning given to such term under the HIPAA
20 Privacy Rule in 45 CFR § 164.103.

21 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services
22 or his or her designee.

23 13. "Security Incident" means attempted or successful unauthorized access, use,
24 disclosure, modification, or destruction of information or interference with system operations in an
25 information system. "Security incident" does not include trivial incidents that occur on a daily
26 basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers
27 maintained by SUBCONTRACTOR.

28 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of
29 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

30 15. "Subcontractor" shall have the meaning given to such term under the HIPAA
31 regulations in 45 CFR § 160.103.

32 16. "Technical safeguards" means the technology and the policy and procedures for its
33 use that protect electronic PHI and control access to it.

34 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
35 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
36 methodology specified by the Secretary of Health and Human Services in the guidance issued on
37 the HHS Web site.

1 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45
2 CFR § 160.103.

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

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

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

12 3. SUBCONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C
13 of 45 CFR Part 164 with respect to electronic PHI CONTRACTOR discloses to
14 SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf
15 of CONTRACTOR.

16 4. SUBCONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect
17 that is known to SUBCONTRACTOR of a Use or Disclosure of PHI by SUBCONTRACTOR in
18 violation of the requirements of this Business Associate Contract.

19 5. SUBCONTRACTOR agrees to report to CONTRACTOR immediately any Use or
20 Disclosure of PHI not provided for by this Business Associate Contract of which
21 SUBCONTRACTOR becomes aware. SUBCONTRACTOR must report Breaches of Unsecured
22 PHI in accordance with subparagraph E below and as required by 45 CFR § 164.410.

23 6. SUBCONTRACTOR agrees to ensure that any Subcontractors that create, receive,
24 maintain, or transmit PHI on behalf of SUBCONTRACTOR agree to the same restrictions and
25 conditions that apply through this Business Associate Contract to SUBCONTRACTOR with
26 respect to such information.

27 7. SUBCONTRACTOR agrees to provide access, within fifteen (15) calendar days of
28 receipt of a written request by CONTRACTOR, to PHI in a DRS, to CONTRACTOR or, as
29 directed by CONTRACTOR, to an Individual in order to meet the requirements under 45 CFR §
30 164.524. If SUBCONTRACTOR maintains an EHR with PHI, and an individual requests a copy
31 of such information in an electronic format, SUBCONTRACTOR shall provide such information
32 in an electronic format.

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

1 9. SUBCONTRACTOR agrees to make internal practices, books, and records, including
2 P&Ps, relating to the use and disclosure of PHI received from, or created or received by
3 SUBCONTRACTOR on behalf of, CONTRACTOR available to CONTRACTOR and the
4 Secretary in a time and manner as determined by CONTRACTOR or as designated by the Secretary
5 for purposes of the Secretary determining CONTRACTOR's compliance with the HIPAA Privacy
6 Rule.

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

12 11. SUBCONTRACTOR agrees to provide CONTRACTOR or an Individual, as directed
13 by CONTRACTOR, in a time and manner to be determined by CONTRACTOR, that information
14 collected in accordance with the Agreement, in order to permit CONTRACTOR to respond to a
15 request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §
16 164.528.

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

21 13. If SUBCONTRACTOR receives Social Security data from CONTRACTOR provided
22 to CONTRACTOR by a state agency, upon request by CONTRACTOR, SUBCONTRACTOR
23 shall provide CONTRACTOR with a list of all employees, subcontractors, and agents who have
24 access to the Social Security data, including employees, agents, subcontractors, and agents of its
25 subcontractors.

26 14. SUBCONTRACTOR will notify CONTRACTOR if SUBCONTRACTOR is named
27 as a defendant in a criminal proceeding for a violation of HIPAA. CONTRACTOR may terminate
28 the Agreement, if SUBCONTRACTOR is found guilty of a criminal violation in connection with
29 HIPAA. CONTRACTOR may terminate the Agreement, if a finding or stipulation that
30 SUBCONTRACTOR has violated any standard or requirement of the privacy or security
31 provisions of HIPAA, or other security or privacy laws are made in any administrative or civil
32 proceeding in which SUBCONTRACTOR is a party or has been joined. CONTRACTOR will
33 consider the nature and seriousness of the violation in deciding whether or not to terminate the
34 Agreement.

35 15. SUBCONTRACTOR shall make itself and any subcontractors, employees or agents
36 assisting SUBCONTRACTOR in the performance of its obligations under the Agreement,
37 available to CONTRACTOR at no cost to CONTRACTOR to testify as witnesses, or otherwise, in

1 the event of litigation or administrative proceedings being commenced against CONTRACTOR,
2 its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations
3 or other laws relating to security and privacy, which involves inactions or actions by
4 SUBCONTRACTOR, except where SUBCONTRACTOR or its subcontractor, employee, or agent
5 is a named adverse party.

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

16 a. SUBCONTRACTOR does not promptly enter into negotiations to amend this
17 Business Associate Contract when requested by CONTRACTOR pursuant to this subparagraph C;
18 or

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

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

25 D. SECURITY RULE

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

34 2. SUBCONTRACTOR shall implement reasonable and appropriate policies and
35 procedures to comply with the standards, implementation specifications and other requirements of
36 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. SUBCONTRACTOR will
37 provide CONTRACTOR with its current and updated policies upon request.

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

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

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

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

15 4. SUBCONTRACTOR shall ensure that any subcontractors that create, receive,
16 maintain, or transmit ePHI on behalf of SUBCONTRACTOR agree through a contract with
17 SUBCONTRACTOR to the same restrictions and requirements contained in this subparagraph D
18 of this Business Associate Contract.

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

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

25 E. DATA SECURITY REQUIREMENTS

26 1. Personal Controls

27 a. Employee Training. All workforce members who assist in the performance of
28 functions or activities on behalf of CONTRACTOR in connection with Agreement, or access or
29 disclose PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates,
30 receives, maintains, or transmits on behalf of CONTRACTOR, must complete information privacy
31 and security training, at least annually, at SUBCONTRACTOR's expense. Each workforce
32 member who receives information privacy and security training must sign a certification, indicating
33 the member's name and the date on which the training was completed. These certifications must
34 be retained for a period of six (6) years following the termination of Agreement.

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

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

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

17 2. Technical Security Controls

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

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

27 c. Minimum Necessary. Only the minimum necessary amount of PHI
28 CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives,
29 maintains, or transmits on behalf of CONTRACTOR required to perform necessary business
30 functions may be copied, downloaded, or exported.

31 d. Removable media devices. All electronic files that contain PHI CONTRACTOR
32 discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or
33 transmits on behalf of CONTRACTOR must be encrypted when stored on any removable media
34 or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.).
35 Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such
36 PHI shall not be considered "removed from the premises" if it is only being transported from one
37 of SUBCONTRACTOR's locations to another of SUBCONTRACTOR's locations.

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

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

14 g. User IDs and Password Controls. All users must be issued a unique user name for
15 accessing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR
16 creates, receives, maintains, or transmits on behalf of CONTRACTOR. Username must be
17 promptly disabled, deleted, or the password changed upon the transfer or termination of an
18 employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords
19 are not to be shared. Passwords must be at least eight characters and must be a non-dictionary
20 word. Passwords must not be stored in readable format on the computer. Passwords must be
21 changed every ninety (90) days, preferably every sixty (60) days.

22 Passwords must be changed if revealed or compromised. Passwords must be composed of
23 characters from at least three (3) of the following four (4) groups from the standard keyboard:

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

28 h. Data Destruction. When no longer needed, all PHI CONTRACTOR discloses to
29 SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf
30 of CONTRACTOR must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by
31 degaussing. Media may also be physically destroyed in accordance with NIST Special Publication
32 800-88. Other methods require prior written permission by CONTRACTOR.

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

37 j. Warning Banners. All systems providing access to PHI CONTRACTOR

1 discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or
2 transmits on behalf of CONTRACTOR must display a warning banner stating that data is
3 confidential, systems are logged, and system use is for business purposes only by authorized users.
4 User must be directed to log off the system if they do not agree with these requirements.

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

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

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

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

26 3. Audit Controls

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

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

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

5 4. Business Continuity/Disaster Recovery Control

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

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

20 5. Paper Document Controls

21 a. Supervision of Data. PHI CONTRACTOR discloses to SUBCONTRACTOR or
22 SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR in
23 paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room,
24 desk or office. Unattended means that information is not being observed by an employee
25 authorized to access the information. Such PHI in paper form shall not be left unattended at any
26 time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

27 b. Escorting Visitors. Visitors to areas where PHI CONTRACTOR discloses to
28 SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf
29 of CONTRACTOR is contained shall be escorted and such PHI shall be kept out of sight while
30 visitors are in the area.

31 c. Confidential Destruction. PHI CONTRACTOR discloses to
32 SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf
33 of CONTRACTOR must be disposed of through confidential means, such as cross cut shredding
34 and pulverizing.

35 d. Removal of Data. PHI CONTRACTOR discloses to SUBCONTRACTOR or
36 SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must
37 not be removed from the premises of the SUBCONTRACTOR except with express written

1 permission of CONTRACTOR.

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

20 a. A Breach shall be treated as discovered by SUBCONTRACTOR as of the first
21 day on which such Breach is known to SUBCONTRACTOR or, by exercising reasonable
22 diligence, would have been known to SUBCONTRACTOR.

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

27 2. SUBCONTRACTOR shall provide the notification of the Breach immediately to the
28 CONTRACTOR Privacy Officer. SUBCONTRACTOR's notification may be oral, but shall be
29 followed by written notification within 24 hours of the oral notification.

30 3. SUBCONTRACTOR's notification shall include, to the extent possible:

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

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

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

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

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

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

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

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

16 5. In the event that SUBCONTRACTOR is responsible for a Breach of Unsecured PHI
17 in violation of the HIPAA Privacy Rule, SUBCONTRACTOR shall have the burden of
18 demonstrating that SUBCONTRACTOR made all notifications to CONTRACTOR consistent with
19 this subparagraph F and as required by the Breach notification regulations, or, in the alternative,
20 that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

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

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

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

34 9. If the Breach is the fault of SUBCONTRACTOR, SUBCONTRACTOR shall bear all
35 expense or other costs associated with the Breach and shall reimburse CONTRACTOR for all
36 expenses CONTRACTOR incurs in addressing the Breach and consequences thereof, including
37 costs of investigation, notification, remediation, documentation or other costs associated with

1 addressing the Breach.

2 **G. PERMITTED USES AND DISCLOSURES BY SUBCONTRACTOR**

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

8 a. SUBCONTRACTOR may use PHI CONTRACTOR discloses to
9 SUBCONTRACTOR, if necessary, for the proper management and administration of
10 SUBCONTRACTOR.

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

14 1) The Disclosure is required by law; or

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

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

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

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

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

30 **H. PROHIBITED USES AND DISCLOSURES**

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

37 2. SUBCONTRACTOR shall not directly or indirectly receive remuneration in exchange

1 for PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates,
2 receives, maintains, or transmits on behalf of CONTRACTOR, except with the prior written
3 consent of CONTRACTOR and as permitted by 42 USC § 17935(d)(2).

4 I. OBLIGATIONS OF CONTRACTOR

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

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

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

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

16 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

31 b. SUBCONTRACTOR shall retain no copies of the PHI.

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

1 maintains such PHI.

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

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**EXHIBIT C
INSURANCE**

A. Prior to the provision of services under this Agreement, SUBCONTRACTOR agrees to purchase all required insurance at SUBCONTRACTOR’s expense and to submit to CONTRACTOR the COI, including all endorsements required herein, necessary to satisfy CONTRACTOR that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with CONTRACTOR during the entire term of this Agreement

B. If SUBCONTRACTOR fails to maintain insurance acceptable to CONTRACTOR for the full term of this Agreement, CONTRACTOR may terminate this Agreement.

C. QUALIFIED INSURER

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

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

D. The policy or policies of insurance maintained by SUBCONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence

1		
2	Network Security & Privacy Liability	\$1,000,000 per claims -made
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
 11 a 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
 15 I. REQUIRED ENDORSEMENTS

- 16 1. The Commercial General Liability policy shall contain the following endorsements,
 17 which shall accompany the COI:
 18 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a
 19 form at least as broad naming the CONTRACTOR, its officers, agents and
 20 employees as Additional Insureds, or provide blanket coverage, which will state AS
 21 REQUIRED BY WRITTEN AGREEMENT.
 22 b. A primary non-contributing endorsement evidencing that the
 23 SUBCONTRACTOR's insurance is primary and any insurance or self-insurance
 24 maintained by the CONTRACTOR shall be excess and non-contributing.
 25 2. The Network Security and Privacy Liability policy shall contain the following
 26 endorsements which shall accompany the COI:
 27 a. An Additional Insured endorsement naming the CONTRACTOR, its officers,
 28 agents and employees as Additional Insureds for its vicarious liability.
 29 b. A primary and non-contributing endorsement evidencing that the
 30 SUBCONTRACTOR's insurance is primary and any insurance or self-insurance
 31 maintained by the CONTRACTOR shall be excess and non-contributing.

32
 33 J. All insurance policies required by this Agreement shall waive all rights of subrogation against
 34 the CONTRACTOR, its officers, agents and employees when acting within the scope of their
 35 appointment or employment.

36
 37 K. Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving

1 all rights of subrogation against the CONTRACTOR, its officers, agents and employees, or
2 provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

3
4 L. All insurance policies required by this AGREEMENT shall waive all rights of subrogation
5 against the CONTRACTOR, its officers, agents and employees when acting within the scope
6 of their appointment or employment.

7
8 M. SUBCONTRACTOR shall notify CONTRACTOR in writing within thirty (30) days of any
9 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
10 cancellation notice to CONTRACTOR. Failure to provide written notice of cancellation may
11 constitute a material breach of the Agreement, upon which the CONTRACTOR may suspend
12 or terminate this Agreement.

13
14 N. If SUBCONTRACTOR's Professional Liability, Technology Errors & Omissions and/or
15 Network Security & Privacy Liability are "Claims Made" policy(ies), SUBCONTRACTOR
16 shall agree to maintain coverage for two (2) years following the completion of the Contract.

17
18 O. Commercial General Liability policy shall contain a "severability of interests" clause also
19 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

20
21 P. Insurance certificates should be forwarded to the agency/department address listed on the
22 solicitation.

23
24 Q. CONTRACTOR expressly retains the right to require SUBCONTRACTOR to increase or
25 decrease insurance of any of the above insurance types throughout the term of this Agreement.
26 Any increase or decrease in insurance will be as deemed by CONTRACTOR as appropriate to
27 adequately protect CONTRACTOR.

28
29 R. CONTRACTOR shall notify SUBCONTRACTOR in writing of changes in the insurance
30 requirements. If SUBCONTRACTOR does not deposit copies of acceptable COIs and
31 endorsements with CONTRACTOR incorporating such changes within thirty (30) calendar
32 days of receipt of such notice, this Agreement may be in breach without further notice to
33 SUBCONTRACTOR, and CONTRACTOR shall be entitled to all legal remedies.

34
35 S. The procuring of such required policy or policies of insurance shall not be construed to limit
36 SUBCONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
37 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits

1 available from the insurer.
2

3 T. SUBMISSION OF INSURANCE DOCUMENTS

4 1. The COI and endorsements shall be provided to CONTRACTOR as follows:

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

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

7 c. Within thirty (30) calendar days upon receipt of written notice by
8 CONTRACTOR regarding changes to any of the insurance types.

9 2. The COI and endorsements shall be provided to the CONTRACTOR at the address as
10 specified in this Agreement.

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

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

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

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

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