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

Payment Method: Monthly in Arrears
Notices to CONTRACTOR and SUBCONTRACTOR:

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

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

SUBCONTRACTOR OBLIGATIONS

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

COMPLIANCE WITH OC HCA REQUIREMENTS

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

7. Maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Inventory should also include useful like and balance of depreciated equipment cost, if any.

8. Indemnify OCHCA and OCAPICA from any claims arising from SUBCONTRACTOR’s performance under this Agreement.

9. Secure and maintain insurance in the types and in the amounts set forth in Exhibit C to this Agreement.

10. Submit to audits and inspections requested by OCHCA or OCAPICA.

11. Maintain any licenses and permits required of it under Federal, State and local laws.

12. Comply with the requirements of state and federal laws regarding the enforcement of child support obligations.

13. Refrain from the distribution of any communication that implies the endorsement of SUBCONTRACTOR by OCHCA.

14. Pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly provides services pursuant to this Agreement.

15. Refrain from unlawfully discriminating against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

16. Refrain from discriminating between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

17. Refrain from discriminating in the provision of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

18. Establish procedures for advising all participants through a written statement that individuals served by SUBCONTRACTOR under this Agreement may file complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, OCAPICA, or OCHCA’s Patient Rights Office.


20. Refrain from intimidating, coercing or taking adverse action against any person for the
purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

21. Notify OCAPICA immediately upon becoming aware of the death of any person served pursuant to this Agreement.

22. Maintain and manage records appropriate to the services provided under this Agreement.

23. Implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP.

24. Be bound by the terms of OCHCA’s Business Associate Agreement, a copy of which is attached to this Agreement as Exhibit B.

25. Pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification.

26. Retain all financial records for a minimum of seven (7) years from the termination of this contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

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

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

Unless otherwise specified in advance and in writing by OCHCA, SUBCONTRACTOR shall
not use the funds provided by means of this Agreement for the following purposes:
1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the
   purpose of participant care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly
   contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any
   building or facility, except for tenant improvements.
6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
   SUBCONTRACTOR’s participants.

**STATUS OF SUBCONTRACTOR**

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and
shall be wholly responsible for the manner in which it performs the services required of it by the
terms of this Agreement. This Agreement shall not be construed as creating the relationship of
employer and employee, or principal and agent, between OCHCA or OCAPICA and SUBCONTRACTOR.

**TERM**

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

**TERMINATION**

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

**CONTINGENT FUNDING**

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

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

**THIRD PARTY BENEFICIARY**

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

**WAIVER OF DEFAULT OR BREACH**

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

**ALTERATION OF TERMS**

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

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

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

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

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

ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE, INC.

DATE: ____________
Mary Anne Foo
TITLE: Executive Director
ADDRESS: 12912 Brookhurst Street Suite 410
Garden Grove, CA 92840

VIET AMERICA SOCIETY

DATE: ____________
Rhiannon Do
TITLE: President
ADDRESS: 8907 Warner Ave., Ste. 125
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
health conditions and their families effectively, and increasing knowledge regarding navigating and accessing mental health services. Resources will be made available to peers via print and online so that information may continue to be accessed after training has been completed.

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

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

B. OUTREACH SERVICES

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

2. SUBCONTRACTOR’s outreach efforts shall focus on sharing information about the mental health needs of the target population, disseminating resources and educational materials, reducing mental health stigma; and connecting the target population to community resources, including but not limited to the County’s digital resource navigation tool, OC Navigator;
therefore, providing an expansion of support and interpersonal connection for vulnerable individuals.

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

a. SOCIAL MEDIA/DIGITAL MARKETING CAMPAIGNS:

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

b. EDUCATIONAL GROUPS/WORKSHOPS: SUBCONTRACTOR shall develop and implement educational community-based educational groups/workshops for a group of two (2) or more participants designed to promote the awareness of a wide variety of mental health topics, including stigma reduction and suicide prevention, and increase help seeking behaviors. Topics for these educational groups/workshops may include, but not be limited to, the signs and symptoms of mental illness including suicide risk, having effective conversations with family members regarding mental health concerns, coping skills, domestic violence, grief and loss, building protective factors, substance abuse, time management and stigma reduction.

SUBCONTRACTOR shall provide a combination of in-person and online workshops to maximize access and participation throughout the County. In person workshops shall be held throughout the County at locations that will connect the participants to programs within their own communities and are also geographically accessible. Workshops may include a combination of lecture and panel discussions with hands-on exercises built into the format. Culturally appropriate collateral materials such as handouts, brochures and resource guides will be provided to participants.

SUBCONTRACTOR shall provide a minimum of 13 educational workshops annually.

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

d. INDIVIDUAL PEER SUPPORT ENGAGEMENTS: SUBCONTRACTOR shall engage a minimum of 48 Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals, within Orange County, who may be isolated and at risk of developing mental health conditions, or who are displaying early signs of emotional or mental health concern, in peer support services annually. These individual peer support engagements would encompass any one-on-one engagements the peer staff may have in person or via telephone or web-based platforms such as ZOOM with an individual from one of the target populations who is isolated and may be experiencing, showing early signs of, or at risk of
developing a mental health condition. An engagement session shall be a minimum of 15 minutes in duration. These include strategies or services rendered to a Participant on a person-to-person level and may include individual Participant education, skills development (e.g. coping skills, stress management techniques job skills development, rapport building activities, support in identifying needs and developing a wellness services plan, plan follow-up, life coaching, exploring community resources, assistance in navigating resources, supporting in linking to community resources, or any other activity that could enhance help seeking behaviors.

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

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

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

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

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

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

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

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

vi. SUBCONTRACTOR shall facilitate a minimum of two (2) large-scale community educational events. Large-scale community events shall reach a minimum of 200
participants and will integrate mental health and wellness, prevention, and stigma reduction as a part of ongoing community dialogue and presence.

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

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

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

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

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

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

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

4. COLLABORATIONS: SUBCONTRACTOR shall provide services by actively developing collaborations and integrate efforts among community and county agencies to ensure comprehensive access to resources and services. Community collaborations and/or coalitions or partnerships will be aimed at expanding mental health knowledge and awareness and mitigate the impact of limited resources and reach a larger audience. These may include, but are not limited to, agencies serving Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, or North African (AMENA) individuals, including agencies serving individuals from the target
populations who may be homeless and displaced, those individuals from the target populations enrolled in colleges, agencies providing vocational rehabilitation support, individuals from the target populations who may be experiencing chronic disease or disabilities, and substance use disorders treatment facilities. SUBCONTRACTOR shall ensure that these partnerships will be made with the purpose of outreaching to these organizations, bringing awareness regarding culturally relevant mental health issues and what resources are available in the community to address their concerns and address any gaps. SUBCONTRACTOR shall create Memoranda of Understanding with these agencies as necessary.

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

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

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

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

9. SUBCONTRACTOR shall partner with COUNTY’s Mental Health and Well-Being Promotion for Diverse Communities Contracted collaborative providers, including their subcontractors under their individual Contracts Services, for updating the Community Events
Calendar that will list locations and times of events or interest for the Black, Asian and Pacific Islander (API), Arab American, Middle Eastern, and North African (AMENA) individuals within Orange County.

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

**UNITS OF SERVICE**

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

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<thead>
<tr>
<th>UNITS OF SERVICES</th>
<th>PRO-RATED CONTRACTED LIMITS (6 MONTHS)</th>
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<tbody>
<tr>
<td>OUTREACH</td>
<td></td>
</tr>
<tr>
<td>Large and Small Community Events</td>
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<tr>
<td>Community Outreach Activities</td>
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<td>PEER SUPPORT SERVICES</td>
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<td>SOCIAL MEDIA AND DIGITAL MARKETING</td>
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<tr>
<td>Social Media/Digital Marketing Campaigns</td>
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E. OUTCOME MEASURES

1. SUBCONTRACTOR shall complete all surveys, tools and pre/post tests for measurement of outcomes of services, as requested by CONTRACTOR. Measures may include, but are not limited to, Stigma Reduction Survey, Knowledge, Attitude Behavior Survey, Educational Feedback Survey and Participant Satisfaction Survey.
2. SUBCONTRACTOR shall implement, track, and evaluate CONTRACTOR approved outcome measures across all services and provide analysis to CONTRACTOR in a format agreeable to both parties.

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

4. SUBCONTRACTOR shall strive to meet the following outcome measure goals for their program and applicable to the population being served:
   a. On average, Participants will report an increased awareness of mental health needs pertaining to the target population.
   b. On average, Participants will report an increase in knowledge of community mental health resources.
   c. On average, Participants will report an increase in confidence to navigate the mental health system.
   d. On average, Participants will report a decrease in stigma related to mental health conditions.
   e. On average, Participants will report an increase in confidence to facilitate help seeking behaviors.

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

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

7. SUBCONTRACTOR shall, on an ongoing basis and in partnership with CONTRACTOR, develop, modify, and incorporate different/additional outcome measurements, as approved by CONTRACTOR.
8. SUBCONTRACTOR shall provide CONTRACTOR with monthly data reports, or as needed upon request of CONTRACTOR. The platforms and means of data submission must be approved by CONTRACTOR and ensure all privacy requirements are met.

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

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

**STAFFING**

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

<table>
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<th>Staffing Position</th>
<th>Proposed FTEs</th>
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<td>3.125 FTE</td>
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B. SUBCONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless CONTRACTOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by CONTRACTOR.

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

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

E. SUBCONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.
F. SUBCONTRACTOR shall establish clear P&Ps pertaining to staff’s work location options (i.e., office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall address at the minimum the following:

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

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

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

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

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

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

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

**BUDGET**

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

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

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

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

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

PAYMENTS

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

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

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

C. All invoices to CONTRACTOR shall be supported at SUBCONTRACTOR’s facility, by source documentation including general ledgers, journal entries, timesheets, invoices, bank
statements, canceled checks, receipts, receiving records and records of services provided.

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

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

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

REPORTS

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

B. FISCAL

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

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

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

C. The monthly Programmatic, Expenditure and Revenue, Year-End Projection, and Staffing reports shall be received by CONTRACTOR no later than the tenth (10th) day following the end of the month being reported. SUBCONTRACTOR must request in writing any extensions to the
due date of the monthly required reports. If an extension is approved by CONTRACTOR, the total extension will not exceed more than five (5) calendar days.

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

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

EXHIBIT B

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of SUBCONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
   a. Breach excludes:
      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of SUBCONTRACTOR or CONTRACTOR, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
      2) Any inadvertent disclosure by a person who is authorized to access PHI at SUBCONTRACTOR to another person authorized to access PHI at the SUBCONTRACTOR, or organized health care arrangement in which CONTRACTOR participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
      3) A disclosure of PHI where SUBCONTRACTOR or CONTRACTOR has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
   b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless SUBCONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      2) The unauthorized person who used the PHI or to whom the disclosure was made;
      3) Whether the PHI was actually acquired or viewed; and
      4) The extent to which the risk to the PHI has been mitigated.
3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

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

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

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

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

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


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

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

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

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


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

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

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

8. SUBCONTRACTOR agrees to make any amendment(s) to PHI in a DRS that CONTRACTOR directs or agrees to pursuant to 45 CFR § 164.526 at the request of CONTRACTOR or an Individual, within thirty (30) calendar days of receipt of said request by CONTRACTOR. SUBCONTRACTOR agrees to notify CONTRACTOR in writing no later than ten (10) calendar days after said amendment is completed.
9. SUBCONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by SUBCONTRACTOR on behalf of, CONTRACTOR available to CONTRACTOR and the Secretary in a time and manner as determined by CONTRACTOR or as designated by the Secretary for purposes of the Secretary determining CONTRACTOR’s compliance with the HIPAA Privacy Rule.

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

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

2. SUBCONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. SUBCONTRACTOR will provide CONTRACTOR with its current and updated policies upon request.
3. SUBCONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR. SUBCONTRACTOR shall protect paper documents containing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR. These steps shall include, at a minimum:
   a. Complying with all of the data system security precautions listed under subparagraphs E, below;
   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of CONTRACTOR;
   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of CONTRACTOR in connection with Agreement, or access or disclose PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR, must complete information privacy and security training, at least annually, at SUBCONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of SUBCONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.
c. Confidentiality Statement. All persons that will be working with PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The SUBCONTRACTOR shall retain each person’s written confidentiality statement for CONTRACTOR inspection for a period of six (6) years following the termination of the Agreement.

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

2. Technical Security Controls

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

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

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

d. Removable media devices. All electronic files that contain PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of SUBCONTRACTOR’s locations to another of SUBCONTRACTOR’s locations.
e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

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

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

3. Audit Controls
   a. System Security Review. SUBCONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
   b. Log Reviews. All systems processing and/or storing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must have a routine procedure in place to review system logs for unauthorized access.
c. Change Control. All systems processing and/or storing PHI CONTRACTOR discloses to SUBCONTRACTOR or SUBCONTRACTOR creates, receives, maintains, or transmits on behalf of CONTRACTOR must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

   b. Any other information that CONTRACTOR is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time SUBCONTRACTOR is required to notify CONTRACTOR or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
4) A brief description of what SUBCONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY SUBCONTRACTOR

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

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

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

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF CONTRACTOR

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

   b. SUBCONTRACTOR shall retain no copies of the PHI.

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

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

<table>
<thead>
<tr>
<th>Coverage Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
</tr>
<tr>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
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<tr>
<td>(4 passengers or less)</td>
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<tr>
<td>Workers’ Compensation</td>
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<tr>
<td>Statutory</td>
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<tr>
<td>Employers’ Liability Insurance</td>
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<tr>
<td>$1,000,000 per occurrence</td>
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</tbody>
</table>
Network Security & Privacy Liability $1,000,000 per claims-made

Professional Liability Insurance $1,000,000 per claims made $1,000,000 aggregate

Sexual Misconduct Liability $1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
   a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the CONTRACTOR, its officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
   b. A primary non-contributing endorsement evidencing that the SUBCONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the CONTRACTOR shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:
   a. An Additional Insured endorsement naming the CONTRACTOR, its officers, agents and employees as Additional Insureds for its vicarious liability.
   b. A primary and non-contributing endorsement evidencing that the SUBCONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the CONTRACTOR shall be excess and non-contributing.

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

K. Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving
all rights of subrogation against the CONTRACTOR, its officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

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

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

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to CONTRACTOR as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by CONTRACTOR regarding changes to any of the insurance types.

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

3. If SUBCONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due SUBCONTRACTOR pursuant to any and all Agreements between CONTRACTOR and SUBCONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   b. SUBCONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between CONTRACTOR and SUBCONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   c. If SUBCONTRACTOR is assessed a late penalty, the amount shall be deducted from SUBCONTRACTOR’s monthly invoice.

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