COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2024 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and _____ (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified long term care provider for adults with serious mental illness; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor for those services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation with County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws and regulations, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person

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or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

Exhibit A. Scope of Work
Exhibit B. Payment Terms and Conditions
Exhibit C. Insurance Requirements
Exhibit D. Special Terms and Conditions – Information Privacy & Security – HIPAA Business Associate Addendum

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

In full consideration of Contractor's satisfactory performance in providing services detailed in Exhibit A, Contractor shall be paid in accordance with the terms and conditions set forth in Exhibit B (Payment Terms and Conditions), attached hereto and incorporated by this reference.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by County. In the event of a conflict between the body of this Agreement and Exhibit B (Budget), the provisions in the body of this Agreement shall control.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of $XXXXX, under the terms and conditions of this Agreement.

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2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.5. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form," which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

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CFDA Number:
CFDA Title:
Federal Agency:
Award Name:
Federal Award(s) Amount:
Unique Entity ID (UEI)/DUNS Number:

2.7.2. Title 2 Code of Federal Regulations Part 200.

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends $1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days' notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.3. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.4. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 10 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.5. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

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3. Term of Agreement

The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days' advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement:
(1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.4 (Records

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Maintenance), (4) Section 9.4.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.7 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the

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Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.4. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 10 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal

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process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.4.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, are authorized agencies with the right to inspect and copy Contractor's records. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to the Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative of County, state, or federal agency, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

9.5. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.6. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor

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expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.7. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical and technical safeguards to protect all confidential information. This Section 9.7 shall survive termination of this Agreement.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference, including but not limited to the California Fair Employment and Housing Act. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. (Cal. Code Regs., Title 2, section 11105.)

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

9.14. Sanctioned Employee or Subcontractor

Contractor agrees that it shall not employ in any capacity, retain as a subcontractor in any capacity, or use as a volunteer any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), California Department of Health Care Services Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Administration's Death Master File and National Plan and Provider Enumeration System (NPPES) must be checked prior to employment. In the event Contractor does employ such individual or entity, the

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Department of Health Services Compliance Officer must be notified immediately via Compliance Hotline 707-565-4999. Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by Federal Health Care Programs. Contractor shall not certify or pay any excluded subcontractor.

9.15. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any

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federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.20. Access-ADA

Contractor will provide reasonable access and accommodation to persons with disabilities to the extent required under the American with Disabilities Act or any applicable state law.

9.21. 2-1-1 Sonoma County Resource Database

Contractor agrees to submit information to 2-1-1 Sonoma County pertaining to Contractor's organization and the services to be provided under this Agreement for inclusion in the 2-1-1 Sonoma County resource database, and to provide any updates to 2-1-1 Sonoma County during the term of this Agreement.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

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To County:	To Contractor:
Behavioral Health Director Behavioral Health Division Department of Health Services County of Sonoma 2227 Capricorn Way, Suite 207 Santa Rosa CA 95407 707-565-4850	

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

SAMPLE

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Name, Title — Dated

COUNTY OF SONOMA:
Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director — Dated
Department of Health Services

Approved as to Substance:

Division Director or Designee — Dated

Approved as to Form:

Sonoma County Counsel — Dated

Approved as to Substance:

Privacy & Security Officer — Dated

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I. Program Description

A. Long-Term Care Facilities Description

Contractor provides licensed care through a Skilled Nursing Facility (SNF), SNF with Special Treatment Program (STP) or Mental Health Rehabilitation Center (MHRC). Basic services provided by such facilities are regulated by their applicable California Code of Regulations (CCR), which define the scope and responsibility of such facility-based services.

a) A SNF is a facility or distinct part of an institution whose primary function is to provide medical, continuous nursing, and other health and social services to clients who are not in an acute phase of illness requiring services in a hospital, but who require primary restorative or skilled nursing services on an inpatient basis above the level of intermediate or custodial care in order to reach a degree of body functioning to permit self-care in essential daily living. SNF provides non-acute medical and skilled nursing care services, therapy and social services under the supervision of a licensed registered nurse on a 24-hour basis.

b) A SNF-STP means a program implemented for the purpose of meeting the special treatment needs of an identified population with mental illness. They are locked long-term facilities with more than 50% of beds dedicated to psychiatric care.

c) A MHRC is a 24-hour program which provides intensive support and rehabilitative services designed to assist persons, 18 years or older, with mental disorders who would have been placed in a state hospital or another mental health facility to develop skills to become self-sufficient and capable of increasing levels of independence and functioning.

Long-Term Care facilities may also serve County Mental Health Plan beneficiaries. These clients are individuals with severe and persistent mental illness and may have behavioral characteristics that exceed the basic service level of traditional long-term care facilities. Under this Agreement, the County will provide supplemental funding to provide augmented services to support the level of care designed to meet the special needs of adults who have severe psychiatric illnesses and/or concurrent medical complications and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

B. Program Goals

a) To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour skilled nursing and special treatment program services.

b) To increase client's functional adaptive behavior patterns and develop daily living skills which will enable them to live in less restrictive, more independent settings.

C. Hours of Operation

a) Care and supervision is provided 24 hours a day.

D. Target Population

a) Individuals in need of 24-hour skilled nursing services or Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such

SAMPLE

as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower-level care facility, shall be considered for admission.

b) It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission.

E. Expected Number of Beneficiaries Served

a) Contractor shall provide as many bed days as DHS-BHD authorizes up to the maximum of contract as listed in Article 2 - Maximum Payment Obligation.

b) Contractor shall be guaranteed a total of 12,410 bed days per fiscal year at the contract rate listed in Exhibit B, with the option to purchase additional utilization bed days as needed.

c) Contractor shall prioritize the allocation of services to maintain quality programming, high beneficiary satisfaction, and enhanced opportunities for stepping down to lower level of services whenever clinically indicated.

II. Service Description

A. Regulations

Contractor shall ensure compliance with all applicable laws and regulations pertaining to California Code of Regulations (CCR) dependent on the facilities license type.

a) SNFs must comply with the regulations in Title 22 of the California Code of Regulations (Title 22, CCR), Division 5, Chapter 3, Article 3, Sections 72301-72389.

b) SNF-STPs must comply with the regulations in Title 22 of the California Code of Regulations (Title 22, CCR), Division 5, Chapter 3, Article 4, Sections 72443-72475.

c) MHRCs must comply with the regulations in Title 9 of the California Code of Regulations (Title 9, CCR), Division 1, Chapter 3.5, Articles 1-8.

B. Augmented Supportive Services

Augmented Supportive Services are designed to meet the special needs of adults who have severe psychiatric illnesses and/or concurrent medical complications and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

C. Care Levels & Add-On Rates

1. The Base Patch Rate (as listed in Exhibit B) takes into account the additional staff time needed to provide care, support and supervision around the services outlined above.
2. SNF Medi Cal Published Rate - includes room and board, nursing care, and activity program for unsponsored clients.

If, under this Agreement, the client's plan of care includes a DHS-BHD approved Bed Hold and/or Approved Absence, the following definitions will apply:

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- **Bed Hold**: Requests for bed holds will be made on an individual basis by DHS-BHD with a maximum hold of seven (7) days, unless prior arrangements are discussed. After 7 days, if the client does not return and no extension is granted by DHS-BHD, the client will be discharged from the facility. The bed hold rate will be at the same rate as the current client level of service rate.
- **Approved Absence**: Requests for approved absences, usually defined as overnight stays with family, will be discussed with the client's County Personal Service Coordinator and the Conservator (if client is conserved) prior to approval. Approved absences may only be for up to seven (7) days. The rate for approved absences will be the same as the current level of service rate.

D. Referral Protocols

County and Contractor shall work cooperatively to admit clients to Contractor's facility(ies). All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission.

a) DHS-BHD shall:
   i. Expressly refer clients to Contractor. Clients who are also conservatees of the Sonoma County Public Conservator's Office will also require pre-placement approval through the Conservator's Office prior to placement.
   ii. Provide all relevant current and historical information regarding current or prospective residents in a timely manner with the client's written consent.
   iii. Support initial screening processes and pre-placement visits and interviews.
   iv. Work with Contractor to determine client's level of care.

b) Contractor shall:
   i. Respond to DHS-BHD within 48 hours to indicate receipt of a referral and begin the screening process.
   ii. Contact the DHS-BHD PSC to schedule a pre-placement visit and interview. If mutually agreed upon by all parties, the pre-placement interview can be waived.
   iii. Communicate any referral declines based on screening to DHS-BHD within 24 hours. If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

E. Coordination of Services

a) DHS-BHD shall:

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i. Assign a DHS-BHD Personal Service Coordinator (PSC) to act as the designated contact for coordinating all services for a client, including participating in re-assessments and plan development.
ii. Provide routine quality assurance communication and feedback to Contractor regarding assessments and other clinical documentation.
iii. Be responsible, through the assigned PSC, for coordination of services to clients placed in Facility, and will work collaboratively with all Facility staff following all communication protocols.
iv. Keep Facility staff informed of changes in client treatment plans, or plans to move, or other significant changes.
v. Ensure that the Crisis Stabilization Unit will be available to Contractor when Facility staff needs emergency support for clients who are experiencing increased symptoms or behaviors unusual for them during hours when staff from the client's assigned DHS-BHD treatment team are not available to assist.

b) Contractor shall:

i. Provide verbal and written updates on clients' progress, changes in treatment strategies, and medication adjustments.
ii. Respond to telephone messages from DHS-BHD within 24 hours (or earlier).
iii. Provide a clear designee for managing emergencies and decisions involving shared clients, if the Facility administrator is absent from the facility.
iv. Act in a collaborative manner with DHS-BHD staff and all other DHS-BHD contractors who are part of the client's DHS-BHD client plan of treatment.
v. Assist, when necessary, in managing client emergencies along with the PSC. This may involve transporting the client to Crisis Stabilization Unit (CSU), calling law enforcement, calling an ambulance, and/or the Conservator/Public Guardian's office, if client is conserved.
vi. Collaborate with DHS-BHD to assist clients to establish medical care with a local primary care provider, if a client referred by DHS-BHD does not have established primary medical care.
vii. Give DHS-BHD access to the Facility premises to "check in" with their clients and, as needed, to provide the treatment interventions authorized under the client plan.
viii. Make available, if applicable, upon request at least one copy of Contractor's State DMH-approved "Special Treatment Program" (STP) Plan. All services described in the STP Plan will be considered as basic services provided to all Sonoma County clients, under the terms of this Agreement.

F. Skilled Observation

Due to the specialized needs of the clients referred by DHS-BHD to the Facility, Contractor will ensure that the Facility staff will:

- Be available 24/7 to observe, support and/or assist the clients in their Facility.
- Report any unsafe conditions that develop as a result of a client's residency. This may include accompanying the client to the Crisis Stabilization Unit (CSU), calling the Public Conservator, and/or calling law enforcement for assistance.
- Monitor and observe medication administration.

SAMPLE

- Observe regular and continuous residency and/or absences.
- Report to DHS-BHD special or unusual incidents that place the resident at risk of trauma while determining the level of supervision necessary to maintain client safety and prevent behavioral or physical harm. This shall include, but not be limited to the following:
    - Resident abuse.
    - Unexplained absences, AWOL, missing curfew, whereabouts unknown, unscheduled departures, etc.
    - Anything that affects the physical or emotional health or safety of the resident, such as being unusually confused or forgetful, being withdrawn without any known reason.
    - Client's difficulty in making their needs known.
    - Special or unusual circumstances that place the resident at risk for trauma, and/or emotional, or physical injury.

G. Client Discharge Planning

a) Contractor, working closely with DHS-BHD PSC, will strive to stabilize a client who is in jeopardy of losing their placement and prevent terminations/evictions whenever possible. Multiple strategies, including, but not limited to, frequent check-ins with resident, consultations, probationary periods, behavioral contracts, will be attempted, if judged at all feasible. PSC and/or DHS-BHD Program Manager, will provide consultation and assistance as needed in order to maintain placement.

b) In the event that a placement cannot be saved for the client, the Facility Administrator will clearly inform client, PSC, and the Conservator's Office (if client conserved) of the decision to end the placement, along with a simple and clear explanation of the reason(s) behind the decision. All evictions will comply with the Eviction Procedures as by applicable facility CCRs.

c) Contractor shall keep County PSC fully informed of each Sonoma County client's progress and shall collaborate in pre-discharge and discharge planning.

d) County PSC shall be responsible for arranging community supports deemed necessary for each Sonoma County client to be discharged.

H. Cultural Responsiveness

a) Services provided shall be culturally and linguistically appropriate. Services will be provided in the beneficiaries' preferred language. Interpretation services will be utilized for those beneficiaries who speak a different language than their provider. Family and friends shall never be used as interpreters.

b) Contractor will respond to the unique needs of diverse populations and are also sensitive to the ways in which people with mental health issues experience the world. Cultural competence must be a guiding principle, so services are provided in a culturally sensitive manner.

III. Administrative Requirements

A. Specialized Policies and Procedures

Contractor shall have policies and procedures to include, but not be limited to, the following:

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a) Accompanying client to the Crisis Stabilization Unit
b) Levels of observation related to any special incident or concern
c) Communication plans related to:

- DHS-BHD
- Law enforcement
- Crisis Stabilization Unit
- Personal Service Coordinator
- Resident representative and/or family
- Psychiatrist and/or medical doctor
- Community Care State Licensing
- Public Guardian/Conservator/Public Administrator's Office

B. Sentinel Events

Sentinel Events must be reported immediately by phone to the DHS-BHD PSC and in a secure written report faxed to (707) 565-2202 c/o the Quality Improvement Manager and the Acute & Forensic Section Manager within 5 days of occurrence.

A Sentinel Event is an unexpected occurrence that results in or has the potential for death or serious physical and/or psychological injury, including the permanent loss of function.

Any of the following occurrences shall be reported as a Sentinel Event when it results in or has the potential for death or serious physical and/or psychological injury, including the permanent loss of function:

i. Adverse medication reactions, excluding common side effects
ii. Medication errors
iii. Assault by a client: sexual or physical
iv. Community Care Licensing reportable events
v. Death of a client (other than suicide or homicide)
vi. Elopements of clients from a 24-hour facility who are on Conservatorship or who are otherwise at risk of danger to self or others
vii. Homicides or homicide attempts
viii. Physical or sexual abuse of a client
ix. Seclusion/Restraint resulting in client injury or death
x. Serious threats of harm to others, including Tarasoff-reportable events
xi. Suicides or suicide attempts
xii. Significant delays in treatment

IV. Sonoma County Contract Contact Persons

Contract Liaison:	**Contract Analyst:**
Name: Ashley Nelson	Name: Bron Anderson
Phone: 707-565-3315	Phone: 707-565-3215
Email: Ashley.Nelson@sonoma-county.org	Email: Bron.Anderson@sonoma-county.org

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Exhibit B. Payment Terms and Conditions

Long Term Care Facility

1. Monthly Invoicing and Payment:

   a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.

   b) Contractor shall submit accurate monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than thirty (30) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

   c) Contractor shall submit all corresponding progress notes for each service included in the monthly invoice and additional clinical documentation upon request.

   d) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.

   e) Monthly invoice shall only include billing for the contract services actually performed in the manner described herein. Invoice shall include a description of the services provided and documentation to support the number of units billed.

   f) Total contract payments for the term shall not exceed the contract maximum.

   g) Invoicing: The Contractor shall submit monthly invoices and attestation on County provided template located at http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/.

   h) After year one of the contract, the contractor may request renegotiation of the rate and/or services provided under the terms of this Agreement upon written request. Requests should be submitted prior to January of the following year to expedite the request process. All parties shall renegotiate in good faith.

   i) All billing and payment invoices shall be submitted via Sonoma County Cloud or to the following address:

      Sonoma County Department of Health Services
      Attn: Behavioral Health Division Revenue Management Unit
      1450 Neotomas Avenue, Suite 200
      Santa Rosa, CA 95405

   j) Sonoma County Cloud access will be granted upon request.

SAMPLE

Program Name:xxx
DHCS Provider Number: xxx RU#: xxx
NPI #: xxx
Physical Program Address:xxx

☐ Mode 60 Services Approved ☒ Mode 05 Services Approved

Check the approved mode 05 services
☐ Adult Residential (05/65)
☒ Intensive Skilled Nursing Facility (SNF) (05/30)
☐ Institution for Mental Disease (IMD) (05/35)
☐ Mental Health Rehabilitation Center (05/90)

Description of Services	Contract Rate
Board and Care Approved Absence	Same as Care level rate at time of Absence
Bed Hold Day	Same as Care level rate at time of Hold
SNF Day Rate	$xxx
SNF M-Cal Published Rate	$xxx

2. Routine Service Corrections

Routine service corrections must be submitted on a County provided service correction form with supporting documentation.

Routine service correction forms must be submitted directly to the Revenue Management Unit.

All routine service correction forms shall be submitted via Sonoma County Cloud or to the following address:

Sonoma County Department of Health Services
Attn: Behavioral Health Division Revenue Management Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405

Sonoma County Cloud access will be granted upon request. Service correction process and forms are located at http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/.

3. Provider Problem Resolution

a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHProviderRelation@sonoma-county.org.

b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/.

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Exhibit C. Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

   a. Required if Contractor has employees as defined by the Labor Code of the State of California.

   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

   d. ***Required Evidence of Insurance***: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

SAMPLE

d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. ***Required Evidence of Insurance***

i. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. ***Required Evidence of Insurance***: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000, it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

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5. Cyber Liability Insurance – Network Security & Privacy Liability Insurance

Required if Contractor has access to individuals' private, personally identifiable information, or if the Agreement involves sharing of data or electronic information.

a. Minimum Limit: $2,000,000 per claim or per occurrence, $2,000,000 aggregate.

b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. Cyber Liability Insurance – Technology Errors and Omissions Insurance

Required if Consultant is providing a technology service (data storage, website designers, etc.) or product (software providers).

a. Minimum Limit: $2,000,000 per claim or per occurrence, $2,000,000 aggregate.

b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in

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excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. ***Required Evidence of Insurance***: Certificate of Insurance specifying the limits and the claims-made retroactive date.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

9. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

SAMPLE

10. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

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Exhibit D. Special Terms and Conditions – Information Privacy & Security – HIPAA Business Associate Addendum

This Business Associate Addendum ("Addendum") supplements and is made a part of the services agreement ("Agreement") by and between County of Sonoma ("County") and Hilborn Care Inc dba Creekside Rehabilitation & Behavioral Health ("Business Associate").

R E C I T A L S

WHEREAS, County is a Hybrid Entity as defined under 45 Code of Federal Regulations ("CFR") Section 164.103;

WHEREAS, Hilborn Care Inc dba Creekside Rehabilitation & Behavioral Health is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of Addendum, some of which information may constitute Protected Health Information ("PHI"), including electronic Protected Health Information ("ePHI");

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 ("HIPAA"), regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and Security Rule require County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, including ePHI, as set forth in, but not limited to, 45 CFR Sections 164.502(e), 164.504(e), and 164.308(b)(1) and contained in Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Addendum, the parties agree as follows:

Part I: HIPAA Business Associate Addendum (Applies to HIPAA Business Associates)

11. Definitions

Terms used, but not otherwise defined, in Addendum shall have the same meaning as those terms in the HIPAA Regulations as set forth at 45 CFR Sections 160.103, 164.304, and 164.501.

A. HIPAA Regulations. "HIPAA Regulations" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as set forth at 45 CFR Part 160 and Part 164.

B. Breach. "Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 CFR Part 164 Subpart E and that compromises the security or privacy of PHI as defined at 45 CFR Section 164.402.

C. Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" as set forth at 45 CFR Section 160.103.

D. Covered Entity. "Covered Entity" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103. For purposes of this Addendum, this term is intended to mean the County of Sonoma.

SAMPLE

E. Data Aggregation. “Data Aggregation” shall have the same meaning as the term “Data aggregation” as set forth at 45 CFR Section 164.501.

F. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” as set forth at 45 CFR Section 164.501.

G. Disclosure. “Disclosure” shall mean the release of, transfer of, provision of access to, or divulging in any manner information outside the entity holding the information in accordance with 45 CFR Section 160.103.

H. Health Care Operations. “Health Care Operations” shall have the same meaning as “Health care operations” as set forth at 45 CFR Section 164.501.

I. Individual. “Individual” shall have the same meaning as the term "Individual" as set forth at 45 CFR Section 164.501, except that the term “Individual” as used in this Addendum shall also include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

J. Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of PHI necessary for the intended purpose, as set forth at 45 CFR Sections 164.502(b) and 164.514(d): Standard: Minimum Necessary.

K. Privacy Rule. “Privacy Rule” shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.

L. PHI. “PHI” shall have the same meaning as the term “protected health information” as set forth at 45 CFR Section 160.103, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

M. Required by Law. “Required by law” shall have the same meaning as the term “required by law” as set forth at 45 CFR Section 164.103.

N. Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

O. Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. . A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes PHI that is under the control of Covered Entity or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

P. Security Rule. “Security Rule” shall mean the HIPAA Security Standards for the Protection of ePHI as set forth at 45 CFR Part 160 and 45 CFR Part 164 Subparts A and E.

Q. Subcontractor. “Subcontractor” shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate.

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R. Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" as set forth at 45 CFR Section 164.402, except limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

S. Use. "Use" shall mean, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information in accordance with 45 CFR Section 160.103.

12. Obligations of Business Associate

Business Associate acknowledges that Business Associate is directly required to comply with the HIPAA Regulations and that Business Associate (including its subcontractors) may be held directly liable for and be subject to penalties for failure to comply. . To the extent Business Associate is to carry out one or more of County's obligations under 45 CFR Part 164 Subpart E of the Privacy Rule, Business Associate agrees to comply with the requirements of 45 CFR Part 164 Subpart E that apply to County in the performance of such obligations.

13. Use or Disclosure of Protected Health Information

Except as otherwise provided in Addendum, Business Associate shall use and/or disclose PHI only as necessary to perform functions, activities, or services documented in the Scope of Work (Exhibit A) section of this Agreement for or on behalf of County, provided that such use and/or disclosure does not violate the HIPAA Regulations. . Business Associate agrees not to further use or disclose PHI other than as permitted or required by Addendum or as required by law. . Business Associate must make reasonable efforts to limit PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations.

14. Designation of a Privacy Officer and a Security Officer

A. Contractor shall designate a qualified and trained Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of the HIPAA Security Rule (45 CFR Part 164 Subpart C)

B. Contractor shall designate a qualified and trained Privacy Officer to oversee its information privacy program who shall be responsible for carrying out the requirements of the HIPAA Privacy Rule (45 CFR Part 164 et. seq.)

15. Safeguarding Protected Health Information

Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by Addendum. Business Associate shall implement administrative, physical, and technical safeguards and shall comply with 45 CFR Part 164 Subpart C with respect to ePHI that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted on behalf of County and prevent the use or disclosure of PHI other than as provided for by Agreement.

A. Encryption Requirements for Transmission and Storage of Electronic Data. All ePHI transmitted to Business Associate by County, and/or for or on behalf of County by Business Associate, and/or to County by Business Associate shall be provided or

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transmitted using encryption methods which renders such ePHI unusable, unreadable, or indecipherable by unauthorized persons. All ePHI stored by Business Associate on electronic media shall be protected using encryption methods which render such ePHI unusable, unreadable, or indecipherable by unauthorized persons. Encryption of ePHI in transit or at rest shall use a technology or methodology set forth by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5, and in accordance with the National Institute of Standards Technology (NIST) and Standards and Federal Information Processing Standards (FIPS), as applicable.

B. Destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.

C. Should any employee or subcontractor of Business Associate have direct, authorized access to County computer systems that contain ePHI, Business Associate shall immediately notify County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable the previously authorized access.

16. Notification of Breach, Unauthorized Use or Improper Disclosure

Business Associate must notify County in writing of any access, use, or disclosure of PHI not permitted or provided for by Addendum and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware. A breach or unauthorized access, use, or disclosure shall be treated as discovered by Business Associate the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of Business Associate.

A. Notification must be made as soon as practicable, but not later than 24 hours after discovery, by telephone call to 707-565-5703 plus e-mail to:

   DHS-Privacy&Security@sonoma-county.org, and will include:

   1) The identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; and

   2) A description of any remedial action taken or proposed to be taken by Business Associate.

B. Business Associate must provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the County with such information.

C. Business Associate must mitigate any harm that results or may result from the breach, security incident, or unauthorized access, use, or disclosure of unsecured PHI by

SAMPLE

Business Associate or its employees, officers, subcontractors, agents, or other representatives.

D. Following a breach or unauthorized access, use, or disclosure of unsecured PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such corrective action, and to make this documentation available to County.

17. Agents and Subcontractors of Business Associate

In accordance with 45 CFR Sections 164.502(e)(1)(ii) and 164.308(b)(2), and to the extent that Business Associate uses any agent, including a subcontractor, to which Business Associate provides PHI received from, created by, maintained by, or received by Business Associate on behalf of County, Business Associate shall execute an agreement with such agent or contractor containing a requirement to ensure compliance with the same restrictions and conditions that apply through Addendum to Business Associate with respect to PHI.

18. Access to Protected Health Information

At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524, and Ca. Health & Safety Code 123100 et. seq.

19. Amendments to Designated Record Set

Business Associate shall make any amendment(s) to PHI in Designated Record Set as directed or agreed to by County, or to take other measures necessary to satisfy County's obligations under 45 CFR Section 164.526.

20. Accounting of Disclosures

Business Associate shall document and make available such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

21. Records Available to County, State, and Secretary

Business Associate shall make available internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from County, or created, maintained, or received by Business Associate on behalf of County, to County, State, or the Secretary for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations in the time and manner designated by County, State, or Secretary.

22. Return or Destruction of Protected Health Information

A. Upon termination of Addendum for any reason, Business Associate shall:

1) Return all PHI received from County; return all PHI created, maintained or received by Business Associate on behalf of County; and return all PHI required to be retained by the HIPAA Regulations; OR:

2) at the discretion of County, destroy all PHI received from County, or created, maintained, or received by Business Associate on behalf of County. Destruction of PHI on paper, film, or other hard copy media must involve shredding or otherwise

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destroying the PHI in a manner which will render the PHI unreadable, undecipherable, or unable to be reconstructed. Business Associate shall certify in writing that such PHI has been destroyed.

B. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

23. Data Aggregation

Business Associate may provide data aggregation services related to the health care operations of County as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

24. Other Applicable Laws

Business Associate shall comply with all other applicable laws to the extent that such state confidentiality laws are not preempted by HIPAA.

25. Penalties/Fines for Failure to Comply with HIPAA

Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

26. Training of Employees and Enforcement of Requirements

Business Associate shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

27. Amendments to Addendum

No amendment of Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in Addendum shall bind the parties whether or not provided for in Addendum.

28. Termination of Addendum

If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of Addendum, County may terminate Addendum immediately upon provision of notice stating the reason for such termination to Business Associate. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

29. Material Breach

A breach by Business Associate or any of its agents or subcontractors of any provision of Addendum, as determined by County, shall constitute a material breach of Addendum and shall provide grounds for immediate termination of Addendum.

SAMPLE

30. Indemnification

Business Associate agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Business Associate, that arise out of, pertain to, or relate to Business Associate's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associate agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Business Associates' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under Agreement. Business Associates' obligations under Article 5 (Indemnification) apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Business Associate's expense, subject to Business Associate's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Business Associate or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Part II: Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA: (Applies to all contractors)

1. Recitals

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the County is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

   1) The California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).

   2) The Agreement between the Social Security Administration (SSA) and the County, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA, is attached to this Exhibit as Attachment B and is hereby incorporated in this Agreement.

B. The purpose of this Exhibit, Part II is to set forth Contractor’s privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of County pursuant to this Agreement. Specifically, this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in this Exhibit, Part I of this Agreement, the HIPAA Business Associate Addendum.

C. The IEA Agreement referenced in A.2) above requires the County to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from County that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security

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Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides County data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit, Part II, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions

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

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

C. Confidential Information shall mean information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws

D. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
https://www.ssa.gov/dataexchange/documents/CMPPA%20State%20Model.pdf

E. "County PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County, received by Contractor from the County or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the County.

F. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
https://www.ssa.gov/dataexchange/documents/IEA(F)%20State%20Level.pdf

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

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

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

J. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

L. Sensitive Information shall mean information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3. Terms of Agreement

A. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit, Part II, Contractor may use or disclose County PI only to perform functions, activities or services for or on behalf of the County pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

B. Responsibilities of Contractor

Contractor agrees:

1) Nondisclosure. Not to use or disclose County PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

- The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
- The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
- The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

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- The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than County without prior written authorization from the County Program Contract Manager, except if disclosure is required by State or Federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of County PI and PII, to protect against anticipated threats or hazards to the security or integrity of County PI and PII, and to prevent use or disclosure of County PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Section 3, Security, below. Contractor will provide County with its current policies upon request.

3) Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

   a) Complying with all of the data system security precautions listed in Part IV of this Special Terms and Conditions Document, Contractor Data Security Requirements; and

   b) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget 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; and

   c) If the data obtained by User(s) from County includes PII, User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA), which are attached as Attachment B and are incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide County PII agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.

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4) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PI or PII by Contractor or its subcontractors in violation of this Exhibit, Part II.

5) Contractor's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit, Part II on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of County PI or PII to the subcontractor.

6) Availability of Information to County. To make PI and PII available to the County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County PI and PII. If Contractor receives County PII, upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to County PII, including employees, contractors and agents of its subcontractors and agents.

7) Cooperation with County. With respect to County PI, to cooperate with and assist the County to the extent necessary to ensure the County's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of County PI, correction of errors in County PI, production of County PI, disclosure of a security breach involving County PI and notice of such breach to the affected individual(s).

8) Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a) Initial Notice to the County. (1) To notify the County immediately by telephone call plus email or fax upon the discovery of a breach of unsecured County PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving County PII. (2) To notify the County within 24 hours (1 hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of County PI or PII in violation of this Agreement or this Exhibit, Part I, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

   b) Notice shall be provided to the County Privacy and Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic County PI or PII, notice shall be provided by calling the County Privacy and Security Officer. Notice shall be made using the County "Privacy Incident Report" form.

   c) Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PHI, Contractor shall take:

      i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

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ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d) Investigation and Investigation Report. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at the time, to the County Privacy and Security Officer.

e) Complete Report. To provide a complete report of the investigation to the County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The County will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

f) Responsibility for Reporting of Breaches. If the cause of a breach of County PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The County will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the County in addition to Contractor, Contractor shall notify the County, and the County and Contractor may take appropriate action to prevent duplicate reporting.

g) County Contact Information. To direct communications to the above referenced County staff, the Contractor shall initiate contact as indicated herein. The County reserves the right to make changes to the contact information below by giving

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written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma Co. Privacy Officer: 1450 Neotomas Ave. Suite 200, Santa Rosa, CA 95405; 707-565-5703; DHS-Privacy&Security@Sonoma-County.org

Part III: Miscellaneous Terms and Conditions including Access to 42 CFR Part 2 information. (Applies to all Contractors)

1. Confidentiality of Alcohol and Drug Abuse Patient Records

If Contractor is in possession or has access to information regulated by Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2, (42 CFR Part 2), Contractor shall comply with all related regulations. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

2. Disclaimer

The County makes no warranty or representation that compliance by Contractor with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the County PHI.

3. Amendment

A. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit 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, and the HIPAA regulations. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations. The County may terminate this Agreement upon thirty (30) days written notice in the event:

   1) Contractor does not promptly enter into negotiations to amend this Exhibit when requested by the County pursuant to this section; or

   2) Contractor does not enter into an amendment providing assurances regarding the safeguarding of County PHI that the County deems necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

4. Judicial or Administrative Proceedings

Contractor will notify the County if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The County may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The County may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

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5. Assistance in Litigation or Administrative Proceedings

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

6. No Third-Party Beneficiaries

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

7. Interpretation

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

8. Conflict

In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

9. Regulatory References

A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

10. Survival

The respective rights and obligations of Contractor under Section 3, Item D of Exhibit, Part I, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

11. No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

12. Audits, Inspection and Enforcement

From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the County may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit. The fact that the County inspects, or fails to

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inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit. The County's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the County's enforcement rights under this Agreement, including this Exhibit.

13. Due Diligence

Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit.

14. Term

The Term of this Exhibit shall extend beyond the termination of the Agreement and shall terminate when all County PHI is destroyed or returned to the County, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I), and when all County PI and PII is destroyed in accordance with Attachment A.

15. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all County PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the County of the conditions that make the return or destruction infeasible, and the County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit to such County PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to County PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Part IV: Contractor Data Security Requirements

16. General Controls

Contractor shall preserve and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to, and shall ensure that its sub-consultants or venders, comply with County's current and future information security policies, standards, procedures, and guidelines.

17. Designation of Individual(s) Responsible for information Privacy and Security

A. Security Officer:

Contractor shall designate a qualified individual, (HIPAA Security Officer), to implement and oversee its data security program. The individual shall be responsible for, and knowledgeable about, carrying out the requirements of this Special Terms and Conditions

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Exhibit, ensuring Contractor compliance with all provisions of the HIPAA Security Rule (45 CFR 164.300 et. seq.), and for communicating about privacy and security matters with the County.

B. Privacy Officer:

Contractor shall designate a qualified individual, (HIPAA Privacy Officer), to implement and oversee its information privacy program. The individual shall be responsible for, knowledgeable about, and trained in, carrying out the requirements of this Special Terms and Conditions Exhibit, ensuring Contractor compliance with all applicable state and federal information privacy laws (including but not limited to HIPAA, WIC 5328, 42 CFR Part 2, California Medical Information Act, etc.), and for communicating about privacy and security matters with the County.

C. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

D. The individual(s) designated as the Privacy Officer and/or Security Officer, must attend a Basic Privacy Compliance Academy course offered by the Health Care Compliance Association (HCCA) and obtain a "Certified in Healthcare Privacy Compliance" certification from the Health Care Compliance Association prior to May 31, 2025. Certification must be maintained continuously while designated in the role. Alternate training and certification may be considered equivalent if approved at the sole discretion of the County Privacy & Security Officer.

18. Personnel Controls

A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of the County, or access or disclose County PHI or PI must complete information privacy and security training, at least annually, at Contractor'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 termination of this Agreement.

B. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. Confidentiality Statement. All persons that will be working with County PHI or PI 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 County PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.

D. Background Check. Before a member of the workforce may access County PHI or PI, 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

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significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

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19. Technical Security Controls

A. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County Privacy and Security Office.

B. Server Security. Servers containing unencrypted County PHI or PI 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 County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. Removable media devices. All electronic files that contain County PHI or PI data 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.

E. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install 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 County PHI or PI 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 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched 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 County PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. 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 at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four 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 County PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special

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Publication 800-88. Other methods require prior written permission of the County Privacy and Security Office.

I. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. Warning Banners. All systems providing access to County PHI or PI 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 County PHI or PI, or which alters County PHI or PI. 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 County PHI or PI 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 County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission encryption. All data transmissions of County PHI or PI 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 County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.

N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

20. Audit Controls

A. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing County PHI or PI 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. The review must be conducted by a qualified, third-party consultant no later than May 31, 2025, and annually thereafter. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing County PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing County PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Random Audits. Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that Contractor's and/or vendor's information

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security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Contractor shall ensure that its sub-consultants or vendors comply with this requirement.

21. Business Continuity/Disaster Recovery Controls

A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of County PHI or PI held 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. Contractor must have established documented procedures to backup County PHI to maintain retrievable exact copies of County PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

22. Paper Document Controls

A. Supervision of Data. County PHI or PI 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. County PHI or PI 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 County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.

C. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of the Contractor except with express written permission of the County. County PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of the same Contractor's locations.

E. Faxing. Faxes containing County PHI or PI 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 County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI 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 the County to use another method is obtained.

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Part V: Provisions for Access to County Electronic Health Records System (Applies to contractors that have access to County E.H.R. system)

23. General Controls

AGREEMENTS AND CONDITIONS OF ACCESS AND USE In consideration for use of the Department of Health Services (DHS) Electronic Health Record system ("EHR"), User agrees to the following terms and conditions:

A. Contractor shall only use the EHR system to support clients served pursuant to a contract with the County.

B. Contractor and Contractor staff shall only access the EHR and Protected Health Information for the purpose of providing healthcare services.

C. Contractor shall ensure that staff will not use or disclose Protected Health Information other than as permitted or as required by law or this Agreement.

D. Contractor shall ensure that staff will not share or give authentication credentials, such as a USERID or password, to any other individual, or fail to take appropriate measures to safeguard their authentication credentials.

E. Contractor shall ensure that all staff with EHR access shall be trained on (i) the use of the EHR system; (ii) safeguards necessary to protect the EHR system, and (iii) the proper use/disclosure of information stored in the EHR system.

F. Contractor shall ensure that all staff with access to the EHR system sign a confidentiality agreement stating they will maintain confidentiality of protected information maintained in the EHR System. This agreement may be combined with other required confidentiality agreements.

G. Within 24 hours of discovery, Contractor shall report to DHS Privacy and Security Officer any use or disclosure of Protected Health Information which would violate State/federal regulations or the terms of this Agreement.

H. Contractor shall notify County of staff enrollment, staff changes job duties/credentialling, or staff separation from employment within 24 hours of the staff change using the form provided by the County.

I. County shall be responsible for enrollment of new staff into the EHR system, and adjustments to staff's level of access when staff changes job duties/credentialling or staff is separated from employment.

J. Contactor shall comply with all other information privacy and security provisions as articulated in this Agreement and exhibits.

K. If any use or disclosure of Protected Health Information by Contractor or Contractor's agents, staff, subcontractors, or invitees violates State/Federal regulations or the terms of this Agreement, Contractor agrees to accept all responsibility in accordance with Provision 19 (Indemnification) of the Business Associate Agreement.

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