

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Dimension Reports, L.L.C.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

report files and generate claim reports on a recurring basis; provide recurring access to updated reporting and dashboard for billing purposes to Monterey County Health Department, Behavioral Health Bureau.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$114,750.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Key Regulatory Provisions Applicable to...

Exhibit C: Business Associate Agreement

Exhibit D: Excerpt from State Agreement between DHCS...

Exhibit E: Insurance Modification

Dimension Reports, L.L.C.

July 1, 2021 to June 30, 2024

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

Dimension Reports, L.L.C.

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Katy Eckert, MBA Behavioral Health Bureau Chief	FOR CONTRACTOR: Orri Rail President
Name and Title 1270 Natividad Road Salinas, CA 93906	Name and Title P.O. Box 2084 Orangevale, CA 95662
Address 831-755-4580	Address (916) 524-8080
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹ _____

By: _____
DocuSigned by:
Marina Pantchenko
65EE9F1502BD412...

Date: 5/21/2021 | 11:37 PM PDT
County Counsel

Approved as to Fiscal Provisions² _____

By: _____
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Date: 5/23/2021 | 11:12 AM PDT
Auditor/Controller

Approved as to Liability Provisions³ _____

By: _____

Date: _____
Risk Management

CONTRACTOR

Dimension Reports L.L.C.

Contractor's Business Name*

By: _____
DocuSigned by:
Orri Rail
8BC3370985EF44B...
(Signature of Chair, President, or Vice-President) *

Orri Rail President

Date: _____
Name and Title
5/20/2021 | 1:07 PM PDT

By: _____
DocuSigned by:
Julie Morcaldi
1880948FD6A8483...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasury) *

Julie Morcaldi Secretary

Date: _____
Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey Standard Agreement
between
Monterey County Health Department/Behavioral Health Bureau
and
Dimension Reports, LLC**

A. SCOPE OF SERVICES

- A.1** Behavioral Health claims processed through The California Department of Health Care Services (DHCS) use 837 and 835 Electronic Data Interchange (EDI) X12 Health Insurance Portability and Accountability Act (HIPAA) formatted files to communicate with county entities. 837 X12 HIPAA are submitted by the county entity and DHCS in return sends the 835 X12 HIPAA response. As such, CONTRACTOR shall provide 837 and 835 X12 HIPAA compliant reports.
- A.2** CONTRACTOR shall obtain 5010 837 and 835 files through Secure File Transport (SFTP) server. CONTRACTOR shall receive the EDI files from the Department of Healthcare Services (DHCS) and shall provide files to COUNTY in an electronic downloadable [.csv) format. As a product of this service, CONTRACTOR shall produce report files using claim information stored in the EDI files. All services provided by CONTRACTOR shall meet or exceed professionally recognized industry standards for quality, completeness, accuracy, timeliness, security and confidentiality and shall be performed in compliance with all applicable law, regulatory agency guidelines and Client's Government Contracts, including but not limited to the requirements summarized in Exhibit C of this Agreement, which is attached hereto and incorporated herein by reference.
- A.3 Deliverables**
- i. CONTRACTOR shall perform and provide to COUNTY the following deliverables:
 - All historical fiscal years of 5010 837 and 835 files (optional 4010)
 - Claim detail reporting
 - Full support for any issues that may occur due to the reporting software
 - 8 hours per month of any additional consulting support
 - HIPAA Compliant Secure File Transfer Protocol (SFTP) for all file transfers (EDI and report files)
 - Web Portal to review and access reports that shall be developed by CONTRACTOR
 - ii. CONTRACTOR shall deliver the report files to COUNTY in an electronic downloadable (.csv) format. The product shall be delivered either on COUNTY'S SFTP server or on the CONTRACTOR'S public SFTP server. In case of use of COUNTY's SFTP server for deliverable, COUNTY shall provide CONTRACTOR necessary access rights for

SFTP server. CONTRACTOR shall copy the deliverables in standard ASCII format. This includes CSV, HTML and JS formatted files. In case of use of CONTRACTOR'S public SFTP server, CONTRACTOR shall provide COUNTY necessary access right on the SFTP server to download the deliverables.

A.4 Report Requirements

Assumptions are as follows:

- 250,000 – 300,000 claims annually (for all payers combined)
- Mental Health and Alcohol and Drug Substance Abuse payers, including Medicare claims processed through Noridian
- 5010 837 and 835 Transactions
- Internet Explorer 9+, Firefox 4+, Chrome 5+ and Safari 5+ browser support
- Available disk space (data storage) 1 – 3 GB

CONTRACTOR shall be responsible for the development of and provision of all reports as defined and set forth as follows:

A.5 Report Types

The Core Reports are Provider and 835 Claim Response based; these are the primary reports. The Supplemental Reports are specialized for denied claims and fiscal Aid Code categories; these are **optional reports**.

1. By Provider (Program Code)
Users shall be able to view claim data by provider within a fiscal year (by service date). Provider groups (Program Codes) shall let providers (reporting units) to be grouped and viewed individually. Data can be viewed at a summary level (sum of all provider groups within a fiscal year) as well as at claim level details. All data can be viewed in Excel.
2. By Claim Response (835)
Users shall be able to view claim data by 835 response within a fiscal year (by warrant date). Selecting individual warrants shall show all claim information related to warrant. Users shall be able to filter by approved and denied responses. Data can be viewed at a summary level (sum of claim within an 835 response) as well as claims details. All data can be viewed in Excel.

- **Supplemental Reports**

1. Denial Reports
Users shall be able to view denied claim data by denial reason. Denial reasons shall be grouped by CO Reasons 1-4 and Remark Codes. User shall be able to filter the denials by Provider Group (Program Code). Data can be viewed at a summary level (sum of all denial reasons within a fiscal year) as well as at claim level details. All data can be viewed in Excel.

2. Fiscal Reports

Users shall be able to view claim data by Aid Code Category (i.e. FFP, Refugee). The Aid Code categories shall be cross-walked using the member aid code (from 835 file). Payments shall be shown in the appropriate bucket (i.e. County vs. Federal). Data can be viewed at a summary level (sum by Aid Code Category) to service date details. All data can be viewed in Excel.

A.6 Refresh Frequency

- i. CONTRACTOR shall perform and provide to COUNTY the Refresh files and reports on a reoccurring basis as requested by COUNTY.
- ii. CONTRACTOR shall set up the Frequency Scheduler in accordance with COUNTY request. COUNTY shall make a written request to CONTRACTOR three (3) days in advance for any changes to Frequency Schedule, unless in an emergency COUNTY may request an immediate change to Frequency Schedule.
- iii. All written reports required under this Agreement must be delivered to Monterey County Behavioral Health Billing Manager, in accordance with the agreed upon schedule.
- iv. The Refresh Frequency refers to the number of times 837/835 EDI files are processed and new reports published. The Schedule of Rates according to the report frequency is as follows:

REPORT TYPES	<u>REFRESH FREQUENCY</u>			
	QUARTERLY	MONTHLY	WEEKLY	DAILY
Core	\$18,000/year	\$22,500/year	\$27,000/year	\$35,100/year
Core + Supplemental	\$19,800/year	\$24,750/year	\$29,700/year	\$38,250/year

- **QUARTERLY** – Once every 3 months
- **MONTHLY** – One day per month
- **WEEKLY** – One day per week
- **DAILY** - Once every 24 hours

- v. CONTRACTOR shall provide to COUNTY Daily Core Reports with additional Core Reports, as requested by COUNTY.

B. TERMS AND CONDITIONS

B.1 Information Access and Confidential Information

During the course of this Agreement, each party may be given access to information in tangible, electronic downloadable/non-downloadable, or online form that relates to the

other's past, present, and future research, development, business activities, products, services, technical knowledge, and customer information, including but not limited to protected health information (PHI), which is identified by the discloser as confidential or which would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"), including but not limited to the requirements under the Confidential clause in this Agreement, and as summarized in Exhibit C of this Agreement, which is attached hereto and incorporated herein by reference.

B.2 Warranties

This is a services agreement. In providing professional services, CONTRACTOR warrants that it shall perform such services in good faith and in a professional manner that the report files it sends to COUNTY shall contain information from the 5010 837/835 files, and that services shall be provided in compliance with all applicable federal, state, and local laws and regulations. CONTRACTOR disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and fitness for any purpose other than the purpose for which the report files would normally be used.

B.3 Non-Exclusivity

This agreement shall not preclude or limit in any way (i) the right of CONTRACTOR to provide consulting or other services of any kind or nature whatsoever to any individual or entity as CONTRACTOR in its sole discretion deems appropriate, as long as such services do not breach the confidentiality of COUNTY confidential information; or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the services provided, irrespective of their similarity to the Deliverables.

B.4 Proprietary Rights

This is an Agreement for services and COUNTY is not granted any license hereunder. All technical/non-technical materials, tools, methodologies, and/or analytical models that CONTRACTOR shall use to produce tangible, downloadable or online products for this service are and shall remain the sole and exclusive property of CONTRACTOR. All reporting data is excluded from the proprietary rights of CONTRACTOR for CONTRACTOR software necessary to develop, produce, and make accessible to COUNTY the reports.

B.5 Data Disclosures

CONTRACTOR shall not disclose, sell or rent COUNTY information and health claim information (the Data) stored in the 837/835 EDI files provided by COUNTY unless required by order or other requirement of a court, administrative agency, or other governmental body or applicable law. Notwithstanding the above, COUNTY expressly permits CONTRACTOR to use and/or disclose the Data to personnel who access, process, and manage the Data in connection to provide the services to meet the obligation set forth in this Agreement. CONTRACTOR shall not retain or store the Data in any form for its research, marketing, or financial/non-financial purposes, however, CONTRACTOR shall retain such books, records and papers concerning its performance of duties hereunder that shall enable regulatory agencies and/or COUNTY to monitor and oversee such performance.

B.6 Password

In case COUNTY agrees to use CONTRACTOR'S SFTP server, the CONTRACTOR shall provide COUNTY necessary user name, password, and access rights to connect and download the electronic files from the server. It shall be COUNTY's responsibility to ensure strict confidentiality of the password. Any unauthorized use of the Password by COUNTY shall constitute a material breach of this Agreement. In result of such incident, CONTRACTOR shall not be responsible for loss of data or its confidentiality and COUNTY shall be solely responsible for all actions and fees incurred as a result of such incident. CONTRACTOR shall provide upon request by COUNTY the list of COUNTY subscribers that have user accounts and passwords set up to access data to enable COUNTY to monitor access controls.

B.7 Entirety

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes and previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged nor may this Agreement be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

B.8 Guaranteed Uptime

In case COUNTY agrees to use CONTRACTORS SFTP server, the CONTRACTOR guarantees 99% uptime of the SFTP server to upload 837/835 EDI files and download the reports.

C. PAYMENT PROVISIONS**C.1 Compensation/Payment**

- i. COUNTY shall pay an amount not to exceed **\$114,750** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.
- ii. CONTRACTOR'S compensation for services rendered shall be based on the Schedule of Rates up to the maximum annual amounts as follows:

Term	Description	Annual Cost
July 1, 2021 – June 30, 2022	Reporting	\$38,250
July 1, 2022 – June 30, 2023	Reporting	\$38,250
July 1, 2023 – June 30, 2024	Reporting	\$38,250
Total Agreement Amount		\$114,750

C.2 Payment Conditions

- i. CONTRACTOR shall submit via email a claim or claims, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: **MCHDBHFinance@co.monterey.ca.us**
- ii. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- iii. CONTRACTOR shall provide all COUNTY data in a machine readable format within thirty (30) calendar days after termination or end date of this Agreement and shall be required to delete all proprietary of COUNTY.
- iv. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment of service and disallow the claim.
- v. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- vi. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- vii. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- viii. There shall be no travel reimbursement allowed during this Agreement.

- ix. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other COUNTY for the same services performed by the same individuals.
- x. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual costs incurred for services provided under this Agreement.

C.3 Maximum Obligation Of County

- i. Subject to the limitations set forth herein, COUNTY shall pay to the CONTRACTOR during the term of this Agreement an amount not to exceed **\$114,750** for services rendered under this Agreement.
- ii. Maximum Annual Liability:

FISCAL YEAR	AMOUNT
July 1, 2021 – June 30, 2022	\$38,250
July 1, 2022 – June 30, 2023	\$38,250
July 1, 2023 – June 30, 2024	\$38,250
MAXIMUM TOTAL LIABILITY	\$114,750

- iii. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- iv. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- v. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

C.4 Payment Limitations

- i. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, and payment at conclusion of the Agreement.
- ii. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- iii. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

C.5 Contract Monitor

Fabricio Chombo
Finance Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
ChomboF@co.monterey.ca.us
(831) 755-4578

EXHIBIT B: KEY REGULATORY PROVISIONS APPLICABLE TO MONTEREY COUNTY HEALTH DEPARTMENT

The “Key Regulatory Provisions applicable to Monterey County Health Department” are based on the relationship between the CONTRACTOR and the Department of Health Care Services (DHCS) in the implementation of services to COUNTY. Thus, in this content COUNTY is seen as a subcontractor between CONTRACTOR and DHCS. In as such, Sub-subcontractor and Sub-subcontracts are not applicable to this County of Monterey Standard Agreement.

CONTRACTOR shall be responsible for compliance and implementation of Medi-Cal laws, rules and regulations and any changes and updates to Medi-Cal provisions that pertain to this Agreement that may or may not be listed as follows:

MEDI-CAL

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS FOR SERVICES PROVIDED BY CONTRACTOR TO COUNTY	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including <ASO>) and Provider’s Subcontractors must:</u>
22 CCR §53250(c)(5) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (6)	<u>Reports.</u> Agree to submit reports as required by Monterey County Health Department and/or DHCS.
22 CCR §53250(e)(3) & (4) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (9), (12) & (20)	<u>Access to Subcontracts.</u> Make subcontracts available to DHCS upon request and comply with the same terms and conditions as DHCS requires of the Plan.
22 CCR §53250(e)(5) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (13)	<u>No Assignment without DHCS Approval.</u> Not assign or delegate this Agreement or any subcontract hereunder – if such assignment or delegation is permitted under the Agreement itself -- unless prior approval is obtained by Monterey County Health Department from DHCS, to the extent required. Any attempted assignment or delegation without prior DHCS and Monterey County Health Department approval will be void.
22 CCR §53250(e)(3) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (9) & (20)	<u>DHCS Review.</u> Agree to make all sub-subcontracts available to DHCS upon request and require the sub-subcontractor to comply with the same terms and conditions DHCS requires of subcontractors.
42 CFR §438.230; DHCS Contract, Exh. A, Att. 4, §§ 1 & 6	<u>Accountability.</u> Agree that Monterey County Health Department will oversee, and may be held accountable by the State, for any functions and responsibilities it delegates to subcontractor.
22 CCR §53250(c)(2) & §53867; DHCS Contract Exh. A, Att. 6, §13 B (2)	<u>Governing Contract.</u> Understand that all subcontracts shall be governed by and construed in accordance with the contractual obligations of Monterey County Health Department to DHCS.
22 CCR §53250(a) & (c)(3) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (3)	<u>Effective Upon Approval.</u> Specify that the terms of the subcontract or any subsequent amendment shall become effective only after Departmental approval, to the extent required by the DHCS-Monterey County Health Department contract.

PROVISIONS REQUIRED BY MEDI-CAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS FOR SERVICES PROVIDED BY CONTRACTOR TO COUNTY	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:</u>
22 CCR §53250(e)(1) & §53867; DHCS Contract, Exh. A, Att. 6, §13 B (7) & (9) & Exh. E, Att. 2, §20	<u>Government Access.</u> Provide access to books, records, papers, encounter data, facilities to DHCS, DHHS, DOJ and DMHC at all reasonable times at Subcontractor's place of business or other mutually agreeable location in California. All such records shall be in a form maintained in accordance with general standards applicable to such book and record keeping. Records, including but not limited to encounter data shall be maintained for at least 5 years from the end of the year of service or such longer period as is required by law or this Agreement. DHCS has a right to monitor, not just audit, all aspects of Monterey County Health Department's operations and those of its participating providers, for compliance with applicable requirements.
42 CFR §438.608; DHCS Contract, Exh. E, Att. 2, §26	<u>Fraud Prevention.</u> Cooperate with Monterey County Health Department's program for fraud and abuse detection, investigation, reporting and taking corrective action.
22 CCR §53250(c)(2) & §53867; DHCS Contract, Exh. A, Att. 6, §13 A	<u>State and Federal Law.</u> Draft the subcontracts and sub-subcontracts in accordance with the Knox Keene Act and Regulations, the applicable provisions of the Welfare and Institutions Code and associated Medi-Cal regulations, and other applicable federal and state laws and regulations.
22 CCR §§ 51007 and 53250(c)(2); DHCS Contract, Exh. A, Att. 6, §13 B (20) & Exh. E, Att. 2, §§27-30 & Exh. D(F), §1	<u>Compliance.</u> Comply with applicable law and the DHCS-Monterey County Health Department contract. (The DHCS contract specifies several laws that must be specifically mentioned, such as the ADA, the Veteran's Preference laws, fraud and abuse laws, etc.
DHCS Contract, Exh. A, Att. 4	<u>QI Oversight.</u> Allow Monterey County Health Department to monitor the quality of services delivered.
DHCS Contract, Exh. A, Att. 7, §5 & Att. 13, §1A	<u>Member Rights.</u> Comply with the Plan's written policies on member rights, including but are not limited to, right to: confidentiality; file a grievance; participate in health care decisions; right to choose their participating PCP; access to their medical records; cultural and linguistic sensitivity; and continuity of care.
DHCS Contract, Exh. A, Att. 4 & Att. 9	<u>Availability and Accessibility.</u> Make services available and accessible to members, consistent with the terms of the DHCS-Monterey County Health Department contract.
DHCS Contract, Exh. A, Att. 6, §13 B (15) & Exh. E, Att. 2, §§23, 24 & 25	<u>Third Party Liability.</u> Notify Monterey County Health Department so that Monterey County Health Department can notify DHCS's Third Party Liability Branch and Monterey County Health Department within ten (10) calendar days of learning of any illness or injury compensable under Workers compensation insurance, any casualty cases or third party tort cases. DHCS has the right to coordinate benefits and/or pursue other recovery of the value of Covered Services in these cases and to retain the costs of Covered Services for any such compensable illness or injury. Neither Monterey County Health Department, nor Provider nor any of its subcontracting providers shall collect on any such claim.

PROVISIONS REQUIRED BY MEDICAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS FOR SERVICES PROVIDED BY CONTRACTOR TO COUNTY	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:</u>
42 CFR §§438.610 & 455.106; DHCS Contract, Exh. D(F), § 19	<u>Debarment.</u> Terminate any subcontract or sub-subcontract with a debarred or suspended person (i.e., someone who has been barred or suspended from participation in federally funded programs). Not initially contract with any such person.
22 CCR § 51007; DHCS Contract, Exh. A, Att. 9, §§10 & 11; Exh. E, Att. 2, §§28-30.	<u>No Discrimination.</u> Prohibit discrimination on the basis of age, race, color, creed, religion, sex, sexual preference, national origin, health status, genetic characteristics, physical and/or mental disability, income level or on the basis that they are Enrollees of a prepaid health care plan.
22 CCR §53250 (b); DHCS Contract, Exh. A, Att. 10	<u>Services.</u> Meet the requirements of subchapters 3 & 4 of Subdivision 1 ("California Medical Assistance Program", 22 CCR §§ 51000.1 et seq.) related to the services the subcontractor is to perform.
22 CCR §§53250(c) & 53867; DHCS Contract Exh. A, Att. 6, §13 B (2) & (20)	<u>DHCS Contract binding on Subcontractors.</u> Subcontract shall be governed by and construed in accordance with the all laws, regulations and contractual obligations incumbent upon the plan.
22 CCR §53250 (a), (c) & (e) & §53867; DHCS Contract, Exh. A, Attachment 6, §13B	<p><u>Subcontract Terms Required by Regulations.</u></p> <p>Subcontracts must specify:</p> <ul style="list-style-type: none"> ○ The services to be provided. ○ That the subcontract shall be governed by and construed in accordance with the all laws, regulations and contractual obligations incumbent upon the plan. ○ That the subcontract and/or amendment shall become effective only after approval by DHCS. ○ The terms of the contract, including the beginning and ending dates as well as any methods of extension, renegotiation and termination. ○ The subcontractor's agreement to submit reports as required by the Contractor. ○ The subcontractor's agreement to make all of its books and records pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by the DHHS, DMHC and DHCS at all reasonable times at the subcontractor's place of business or at another mutually agreeable location in California, and in a form maintained in accordance with generally accepted standards. ○ The subcontractor's agreement to maintain books and records for a term of at least five years from the close of the fiscal year in which the contract was last in effect. <p>Full disclosure of the method and amount of compensation or other consideration received by the subcontractor.</p>

PROVISIONS REQUIRED BY MEDICAL LAW OR CONTRACT TO BE IN ALL SUBCONTRACTS AND SUB-SUBCONTRACTS FOR SERVICES PROVIDED BY CONTRACTOR TO COUNTY	
Regulatory/DHCS Contract Section	<u>Description of Requirements. Subcontractors (including Provider) and Provider's Subcontractors must:</u>
22 CCR §53250 (c) & (e) & §53867	<p>Subcontracts must also specify:</p> <ul style="list-style-type: none"> ○ Subcontractor's agreement to maintain and make available to DHCS upon request copies of all sub-subcontracts and to ensure that all sub-subcontracts are in writing and require that the subcontractor: <ul style="list-style-type: none"> • Make available all applicable books and records at all reasonable times for inspection, examination and copying by DHCS. • Retain such books and records for a term of at least five years from the close of the fiscal year in which the contract was last in effect. ○ Subcontractor's agreement to hold harmless both the State and plan members in the event the plan cannot or will not pay for services performed by the subcontractor pursuant to the subcontract.

The subject table is reflective of the current regulatory provisions that existed at the time the Agreement was executed. Should there be updates and/or additions to the subject regulatory provisions, CONTRACTOR shall update the reports within thirty (30) days after the regulatory provision release at no additional cost to COUNTY.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **July 1, 2021** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Dimension Reports, LLC** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that

receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data
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security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. **TERMS AND TERMINATION**

4.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 **Termination.** Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 **Automatic Termination.** This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. **MISCELLANEOUS**

5.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver.** This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:
Dimension Reports, LLC

P.O. Box 2084, Orangevale, CA, 95662
Attn: Orri Rail, President
Tel: 916-524-8080
Fax: 800-391-6238

If to Covered Entity, to:
Monterey County Health Department, Behavioral Health Bureau

1270 Natividad Road, Salinas, CA 93906
Attn: Katy Eckert, MBA, Behavioral Health Bureau Chief
Tel: 831-755-4580
Fax: 831-755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

***COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT***

DIMENSION REPORTS, LLC

By: _____

Print Name: Elsa M. Jimenez

Print Title: Director of Health

Date: _____

By: _____

Print Name: Orri Rail

Print Title: President

Date: 5/20/2021 | 1:07 PM PDT

DocuSigned by:

Orri Rail

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EXHIBIT D: EXCERPT FROM STATE AGREEMENT BETWEEN DEPARTMENT OF HEALTH CARE SERVICES AND COUNTY OF MONTEREY - PRIVACY AND SECURITY OF PERSONAL INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION NOT SUBJECT TO HIPAA & ATTACHMENT A-DATA SECURITY REQUIREMENTS

The reference to, Exhibit D herein, Excerpt from the State Agreement between Department of Health Care Services (DHCS) and County of Monterey – “Privacy and Security of Personal Information and Personally Identifiable Information not Subject to HIPAA” along with “Attachment A- Data Security Requirements” applicable to Monterey County Health Department is based on the relationship between COUNTY and DHCS. Thus, in this content DHCS is referenced as Department and COUNTY is referenced as Contractor. And the reference to Subcontractor in this Excerpt, herein, incorporates Dimension Reports.

Therefore, in this County of Monterey Standard Agreement between Dimension Reports (CONTRACTOR) and COUNTY. CONTRACTOR and COUNTY shall adhere to the “Privacy and Security of Personal Information and Personally Identifiable Information not Subject to HIPAA” along with “Attachment A-Data Security Requirements” in the implementation of services from CONTRACTOR to COUNTY.

EXCERPT

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department 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 Section 1798 et seq.)
 - 2) The agreement between the Social Security Administration and the Department, 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 E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

- B. The purpose of this Exhibit E-2 is to set forth Contractors privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on the behalf of Department 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 Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit-1 and this ExhibitE-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department 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 DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibility's, 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 DHCS 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 E-2, 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 a 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 section 1798.29(f).
- C. "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).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department , received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "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).

- F. “Notice –triggering Personal Information” shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For Purposes of this provision, Identify shall include, but not limited to, name, address, email address, 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.
- G. “Personally Identifiable Information” (PII) shall have the meaning given to such term in the IEA and CMPPA.
- H. “Personal Information “(PI) shall have the meaning given to such term in California Civil Code section 1798.3(a).
- I. “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 and 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.
- J. ‘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.

3. Terms of Agreement

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

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to preform functions, activities or services for or on behalf of the Department 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 Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and

Dimension Reports, LLC

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PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI and 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 of and complexity of Contractor's operations and the nature of the scope of activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS 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 contain 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 Attachment A, Business Associate Data Security Requirements;
- 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 the Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreements 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 which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security agreements to be compiled 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. Contractor also agrees to ensure that any agents including a subcontractor, to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

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 Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

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

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

8) **Confidentiality for Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **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 Department. (1) To notify the Department immediately by telephone call or email or fax upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accused or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) to notify the Department within one (1) hour by email or fax if the data is data subject to the SSA Agreement: and within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 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 Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time.

Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov), then select “Privacy” in the left column and then “Business Partner “ near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.apsx>

- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - 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 that time, to the Department Information Security Officer.
- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit 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 of disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide Department 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 Department 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 Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department 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, section 1798.29 and as may be required under IEA. Contractor shall bear all

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costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve at the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. 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 the incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department contract information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require and amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contact	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of work for 'Contract Monitor'/ Program Manager Information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: Privacyofficer@dhcs.ca.gov Telephone : (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsibility for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

Attachment A Data Security Requirements

1. Personnel Controls

- A. Employee Training.** All workforce members who assist in the performance of functions or activates on behalf of the Department, or access or disclose Department 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 Department 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 Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. Background Check.** Before a member of the workforce may access Department 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 significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. Workstation /Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm witch is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.
- B. Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical and technical controls in place to protect that data, based upon a risk assessments/system security review.
- C. Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. Removable media devices.** All electronic files that contain Department 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 Department 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 Department PHI or PI must have critical security patches applied, with system reboot if

Dimension Reports, LLC

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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 by 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 Department 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 a length of eight words 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) Uppercase letters (A-Z)
 - 2) Lowercase letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all Departments PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. System Timeout.** The system providing access to Department PHI or PI must provide an automatic time out, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All system providing access to Department 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 systems 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 Department PHI or PI, or which alters Department 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 Department PHI or PI is stored in a database, database logging functionally must be enabled. Audit trail must be archived for at least 3 years after occurrence.
- L. Access controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principal of least privilege.
- M. Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is a 128bit or higher, such as AES. Encryption can be end to end at network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department 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 Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. 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 Department 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. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and /or storing Department 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 Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data

4. Business Continuity/ Disaster Recovery 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 Department 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 to 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 Department PHI to maintain retrievable exact copies of Department 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 Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

- A. **Supervision of Data.** Department 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. Department 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 Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department 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 Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered “removed from the premises”

if it is only being transported from one of Contractors locations to another of Contractors locations.

- E. Faxing.** Faxes containing Department 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.** Mailing containing Department 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 Department 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 Department to use another method is obtained.

EXHIBIT E: AUTOMOBILE ENDORSEMENT INSURANCE MODIFICATION

**County of Monterey Standard Agreement
Between
County of Monterey
And
Dimension Reports, LLC**

1. Section 9.0 INSURANCE REQUIREMENTS - Section 9.04 Other Requirements:
Business Automobile Liability Insurance Endorsement Exemption

COUNTY agrees to modify the Insurance Requirements for the CONTRACTOR by modifying Section 9.04 'Other Requirements' of the COUNTY Standard Agreement for this Agreement.

CONTRACTOR'S work does not require CONTRACTOR to travel in the performance of this Agreement. CONTRACTOR has provided the required proof of Automobile Liability coverage. Given the fact that the report files and claim reports described within this contract will be provided remotely by U.S. mail, telephonically and electronically, CONTRACTOR is not required to provide the additional insured, primary, and non-contributory endorsements. This modification of insurance does not affect the CONTRACTOR'S responsibility and duty to indemnify the COUNTY under the provisions of this Agreement.

2. Except as provided herein, all other terms and conditions of the Standard Agreement with Dimension Reports, LLC shall remain in full force and effect.