

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY-BASED STIGMA REDUCTION ART EVENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND

6 «CONTRACTOR_NAME»

7 ~~MARCH 21, 2012~~ JULY 1, 2015 THROUGH JUNE 30, ~~2015~~ 2017

8
9 THIS AGREEMENT entered into this «Date» day of «Month» «Year», which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 «CONTRACTOR_NAME», a «Type_of_Legal_Entity» (CONTRACTOR). This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13
14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community-
17 Based Stigma Reduction Art Event Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: ~~March 21, 2012~~ July 1, 2015 through June 30, ~~2015~~ 2017

Aggregate Maximum Obligation: \$~~475,000~~ 428,666

Basis for Reimbursement: Negotiated Amount

Payment Method: ~~Negotiated Amount~~ Installments Based Upon Benchmark Achievement

~~**Master Agreement Term:** March 21, 2012 through June 30, 2015~~

Contractor Term:

«Event_1_NameType»	<u>«Event_1_NameType»</u>	<u>«Event_Term_1»</u>
«Event_2_NameType»	<u>«Event_2_NameType»</u>	<u>«Event_Term_2»</u>
«Event_3_NameType»	<u>«Event_3_NameType»</u>	<u>«Event_Term_3»</u>
«Event_4_NameType»	<u>«Event_4_NameType»</u>	<u>«Event_Term_4»</u>
	<u>«Event_5_NameType»</u>	<u>«Event_Term_5»</u>
	<u>«Event_6_NameType»</u>	<u>«Event_Term_6»</u>

CONTRACTOR DUNS Number: «DUNS_No»

CONTRACTOR TAX ID Number: «Tax_ID_No»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «Contractor_NameName1»
«Contractor_Address»
«Contractor_Address_2»
«Contractor_City», «Contractor_State» «Contractor_Zip»

CONTRACTOR'S Insurance Coverages:

Attention:

«Contractor Contact Person»,

«Contact Person Title»

«Contact Person Email»

//

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability, including coverage
-for owned, non-owned and hired vehicles

\$1,000,000 per occurrence

Workers' Compensation

Statutory

Employer's Liability Insurance

\$1,000,000 per occurrence

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I. ACRONYMS

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

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

1	AC. IEA	Information Exchange Agreement
2	AD. ISO	Insurance Services Office
3	AE. P. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
4	Q. MHP	Mental Health Plan
5	R. MHSA	Mental Health Services Act
6	AF. S. NPP	Notice of Privacy Practices
7	T. OCJS	Orange County Jail System
8	U. OCPD	Orange County Probation Department
9	V. OCR	Office for Civil Rights
10	W. OCSD	Orange County Sheriff's Department
11	X. OIG	Office of Inspector General
12	AG. Y. OMB	Office of Management and Budget
13	AH. Z. OPM	Federal Office of Personnel Management
14	AI. AA. PADSS	Payment Application Data Security Standard
15	AB. PC	State of California Penal Code
16	AJ. AC. PCI DSS	Payment Card Industry Data Security Standard
17	AD. PEI	Prevention and Early Intervention
18	AK. PCP	Primary Care Provider
19	AL. AE. PHI	Protected Health Information
20	AM. PI	Personal Information
21	AN. AF. PII	Personally Identifiable Information
22	AO. P&P	Policy and Procedure
23	AP. AG. PRA	Public Record Act
24	AQ. SIR	Self-Insured Retention
25	AR. SRT	Suicide Response Team
26	AS. TAY	Transitional Age Youth
27	AT. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
28		
29	AU. AH. USC	United States Code
30	AV. AI. WIC	State of California Welfare and Institutions Code
31		

II. ALTERATION OF TERMS

33 ~~A.~~ This Agreement, together with Exhibits ~~A, B, C,~~ and ~~B, D~~ attached hereto and incorporated
34 herein ~~by reference,~~ fully ~~expresses all~~ express the complete understanding of COUNTY and
35 CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total~~
36 ~~Agreement between the parties for these purposes. No~~

37

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

6 **III. ASSIGNMENT OF DEBTS**

7 Unless this Agreement is followed without interruption by another Agreement between the parties
 8 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 9 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 10 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
 11 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
 12 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
 13 said persons, shall be immediately given to COUNTY.

15 **IV. COMPLIANCE**

16 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
 17 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
 18 programs.

19 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of
 20 the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of
 21 Conduct and General Compliance Trainings.

22 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
 23 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
 24 have been verified to include all required elements by ADMINISTRATOR's Compliance
 25 ~~Program~~ Officer as described in subparagraphs below.

26 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct,
 27 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
 28 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
 29 Compliance Program and Code of Conduct.

30 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
 31 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
 32 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
 33 Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct
 34 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
 35 shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the
 36 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

37 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the

1 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,
 2 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 3 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

8 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 9 procedures and screen all Covered Individuals employed or retained to provide services related to this
 10 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
 11 Screening shall be conducted against the General Services Administration's Excluded Parties List
 12 System or System for Award Management, the Health and Human Services/Office of Inspector General
 13 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
 14 List and/or any other list or system as identified by the ADMINISTRATOR.

15 //

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

25 ~~2. An~~ ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's~~
 26 ~~Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been~~
 27 ~~verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in~~
 28 ~~subparagraphs A.4., A.5., A.6., and A.7. below.~~

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30 ~~4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy~~
 31 ~~of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty~~
 32 ~~(30) calendar days of award of this Agreement.~~

33 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~
 34 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~
 35 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~
 36 ~~Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required~~
 37 ~~elements.~~

~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.~~

~~7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

~~B. SANCTION SCREENING—CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

~~1. Ineligible Person shall be any individual or entity who:~~

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~ federal and state health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

~~23.~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

~~34.~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

#

~~4~~ 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

~~56.~~ 56. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

1 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 2 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 3 business operations related to this Agreement.

4 ~~6~~

5 //

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

13 ~~7. CONTRACTOR shall promptly return any overpayments within in forty five (45) days after~~
 14 ~~the overpayment is verified by the ADMINISTRATOR.~~

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

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

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

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

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

26 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
 27 ~~by ADMINISTRATOR's employees and contract providers.~~

28 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
 29 ~~ADMINISTRATOR's Code of Conduct.~~

30 ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are~~
 31 ~~made aware of ADMINISTRATOR's Code of Conduct.~~

32 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~
 33 ~~establish its own provided CONTRACTOR's Code of Conduct has been approved by~~
 34 ~~ADMINISTRATOR's Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8.~~
 35 ~~below.~~

36 ~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its~~
 37 ~~Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

V. CONFIDENTIALITY

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

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

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
 2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
 3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

27 1. ~~After approval of a subcontract,~~ ADMINISTRATOR may revoke the approval of a
 28 subcontract upon five (5) calendar ~~days~~ ~~days'~~ written notice to CONTRACTOR if ~~the~~ subcontract
 29 ~~subsequently~~ fails to meet the requirements of this Agreement or any provisions that
 30 ADMINISTRATOR has required.

31 2. ~~No~~ subcontract shall terminate or alter the responsibilities of CONTRACTOR to
 32 COUNTY pursuant to this Agreement.

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

35 ~~—~~ 4. This provision shall not be applicable to service agreements usually and customarily
 36 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
 37 services provided by consultants.

~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

VIII. EQUIPMENT

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

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

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

9 //

10 //

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

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

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

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

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

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

34 **IX. EXPENDITURE REPORT**

35 A. No later than sixty (60) calendar days following completion of art event specified in this
 36 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
 37 Expenditure Report. Such report shall be prepared in accordance with the procedure that is provided by

1 ADMINISTRATOR and generally accepted accounting principles.

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

5 **X. FACILITIES, PAYMENTS AND SERVICES**

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

12 **XI. INDEMNIFICATION AND INSURANCE**

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

23 B. ~~Without limiting~~ Prior to the provision of services under this Agreement, CONTRACTOR
24 agrees to purchase all required insurance at CONTRACTOR's ~~indemnification, it is agreed~~ expense and
25 to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy
26 COUNTY that ~~CONTRACTOR shall~~ the insurance provisions of this Agreement have been complied
27 with and to maintain ~~in force at all times~~ such insurance coverage with COUNTY during the entire term
28 of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR
29 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth
30 herein for CONTRACTOR.

31 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
32 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
33 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
34 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
35 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
36 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
37 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of

1 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
2 by COUNTY representative(s) at any reasonable time.

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

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

9 //
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12 //

13 F. QUALIFIED INSURER

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

20 2. ~~a licensed hospital or government entity, CONTRACTOR may elect to self insure for the~~
21 ~~insurance coverage required by this Agreement. CONTRACTOR shall provide COUNTY, before~~
22 ~~commencement of services under this Agreement, a letter of self insurance verifying all the stated~~
23 ~~coverage minimums and comparable terms. In the event the CONTRACTOR becomes commercially~~
24 ~~insured, the~~ If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
25 Risk Management retains the right to approve or reject a carrier after a review of the company's
26 performance and financial ratings.

27 G. The policy or policies of ~~commercial~~ insurance maintained by CONTRACTOR shall provide
28 the minimum limits and coverage as ~~specified in this Agreement.~~ set forth below:

29
30 Coverage ~~C. COUNTY warrants that it is self-insured or maintains policies of insurance~~
31 ~~placed with reputable insurance companies licensed to do business in the State of California which~~
32 ~~insures the perils of bodily injury, medical, professional liability and property damage.~~

33 Minimum Limits

34 Commercial General Liability \$1,000,000 per occurrence
35 \$2,000,000 aggregate

36
37 Automobile Liability including coverage \$1,000,000 per occurrence

for owned, non-owned and hired vehicles

~~D. All insurance policies, except Workers' Compensation and Employer's Statutory~~

Employers' Liability Insurance \$1,000,000 per occurrence

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange ~~is included as an additional insured with respect to the operations of the named insured performed under contract with~~, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

//

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

~~J 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."~~

~~3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

~~E. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

F. All insurance policies required by this ~~contract~~ Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

~~G. Unless waived by ADMINISTRATOR,~~ K. The Workers' Compensation policy shall contain a

1 waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and
2 members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

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

7 M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
8 shall agree to maintain Professional Liability coverage for two (2) years following completion of
9 Agreement.

10 N. The Commercial General Liability policy shall contain a "severability of interests" clause also
11 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

21 Q. The procuring of such required policy or policies of insurance ~~must be issued by an~~ shall not be
22 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
23 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available
24 from the insurer.

25 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

29 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
30 changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

31 //

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

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

37 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

1 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
2 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
3 submitted to ADMINISTRATOR.

4 b. ~~licensed to do~~ CONTRACTOR may be assessed a penalty of one hundred dollars
5 (\$100) for each late COI or endorsement for each business ~~in the state of California (California~~
6 ~~Admitted Carrier)~~ day, pursuant to any and all Agreements between COUNTY and CONTRACTOR,
7 until such time that the required COI and endorsements that meet the insurance provisions stipulated in
8 this Agreement are submitted to ADMINISTRATOR.

9 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
10 CONTRACTOR's monthly invoice.

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

14
15 **XII. INSPECTIONS AND AUDITS**

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

26 B. CONTRACTOR shall actively participate and cooperate with any person specified in
27 ~~subparagraph~~ Subparagraph A. above in any evaluation or monitoring of the services provided pursuant
28 to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct
29 such evaluation or monitoring.

30 //
31 //
32 //

33 **C. AUDIT RESPONSE**

34 1. Following an audit report, in the event of non-compliance with applicable laws and
35 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
36 as provided for in the Termination ~~paragraph~~ Paragraph or direct CONTRACTOR to immediately
37 implement appropriate corrective action. A plan of corrective action shall be submitted to

1 ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from
2 ADMINISTRATOR.

3 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
4 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
5 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
6 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
7 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
8 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
9 reimbursement due COUNTY.

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

14 **XIII. LICENSES AND LAWS**

15 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
16 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
17 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
18 required by the laws ~~and~~ regulations and requirements of the United States, the State of California,
19 COUNTY, and any all other applicable governmental agencies. CONTRACTOR shall notify
20 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
21 pendency of an appeal any hearings or appeals, permits, licenses, approvals, certificates, accreditations,
22 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

23 ~~B. The parties shall comply with all laws, rules or regulations applicable to the services provided
24 hereunder, as any may now exist or be hereafter amended or changed, except those provisions or
25 application of those provisions waived by the Secretary of the Department of Health and Human
26 Services. These laws, regulations, and requirements shall include, but not be limited to:~~

27 ~~B. 1. WIC, Divisions 5, 6 and 9.~~

28 ~~2. State of HSC, §§1250 et seq.~~

29 ~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~

30 ~~4. CCR, Title 9, Title 17, and Title 22.~~

31 ~~5. CFR, Title 42 and Title 45.~~

32 ~~6. USC Title 42.~~

33 ~~7. Federal Social Security Act, Title XVIII and Title XIX.~~

34 ~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

35 ~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

36 ~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~

~~12. Policies and procedures set forth in MHP Letters.~~

~~13. Policies and procedures set forth in DMH Letters.~~

~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

~~15. OMB Circulars A-87, A-89, A-110, A122.~~

~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

1. ARRA of 2009.

2. WIC, Division 5, Community Mental Health Services.

3. WIC, Division 6, Admissions and Judicial Commitments.

4. WIC, Division 7, Mental Institutions.

5. HSC, §§1250 et seq., Health Facilities.

6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

7. CCR, Title 9, Rehabilitative and Developmental Services.

8. CCR, Title 17, Public Health.

1 9. CCR, Title 22, Social Security.

2 10. CFR, Title 42, Public Health.

3 11. CFR, Title 45, Public Welfare.

4 12. USC Title 42, Public Health and Welfare.

5 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

6 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

7 15. 42 USC §1857, et seq., Clean Air Act.

8 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

9 17. 31 USC 7501.70, Federal Single Audit Act of 1984.

10 18. P&Ps set forth in MHSA.

11 19. P&Ps set forth in DHCS Letters.

12 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

13
14 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
15 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
16 Federal Awards.

17 **XIV. LITERATURE AND ADVERTISEMENTS LITERATURE, ADVERTISEMENTS,**
18 **AND SOCIAL MEDIA**

19 A. Any written information or literature, including educational or promotional materials,
20 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
21 to this Agreement must be approved at least thirty (30) days in advance and in writing by
22 ADMINISTRATOR ~~the other party~~ before distribution. For the purposes of this Agreement, distribution
23 of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or
24 magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement~~
25 ~~by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

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

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

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

4 XV. MAXIMUM OBLIGATION

5 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 6 agreements for Community-Based Stigma Reduction Art Event Services is as specified in the
 7 Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is
 8 only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is
 9 understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this
 10 Aggregate Maximum Obligation.

12 XVI. NONDISCRIMINATION

13 A. EMPLOYMENT

14 1. During the performance term of this Agreement, CONTRACTOR and its Covered
 15 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
 16 of his/her ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital~~
 17 ~~status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry, physical~~
 18 ~~or disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
 19 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,~~
 20 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall warrant require in
 21 its subcontracts that ~~the evaluation and treatment of~~ subcontractors shall not unlawfully discriminate
 22 against any employee or applicant for employment because of his/her race, religious creed, color,
 23 national origin, ancestry, physical disability, mental disability, medical condition, genetic information,
 24 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and
 25 veteran status.

26 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees
 27 ~~and/or~~ applicants for employment ~~are free from discrimination~~ in the areas of employment, promotion,
 28 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other
 29 forms of compensation; and selection for training, including apprenticeship.

30 3. ~~There shall be posted~~ CONTRACTOR shall not discriminate between employees with
 31 spouses and employees with domestic partners, or discriminate between domestic partners and spouses
 32 of those employees, in the provision of benefits.

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

36 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 37 and/or subcontractor shall state that all qualified applicants will receive consideration for employment

without regard to ~~ethnic group identification, race, religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ~~ethnic group identification, race, religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other

//
//
pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

~~1.~~ For the purpose of this ~~subparagraph B.~~ Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

~~a1.~~ Denying a client participant or potential client participant any service, benefit, or accommodation.

~~b2.~~ Providing any service or benefit to a client participant which is different or is provided in a different manner or at a different time from that provided to other clients participants.

~~c3.~~ Restricting a client participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

~~d4.~~ Treating a client participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

~~e~~5. Assignment of times or places for the provision of services.

~~2. Complaint Process~~ C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients participants through a written statement that CONTRACTOR's clients and/or subcontractor's participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR, or the COUNTY's Patient's Patient Rights Office. ~~CONTRACTOR's statement shall advise clients of the following:~~

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

~~1~~a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

~~2~~b. Throughout the problem resolution and grievance process, client participant rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients Participants shall be informed of their right to access the Patients' Rights Office at any time.

~~2~~ b. ~~In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

~~e~~. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal ~~with the Patients' Rights Office.~~

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

~~D~~//

//

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

#

~~E~~ F. In the event of non-compliance with this paragraph or as otherwise provided by federal and

1 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
 2 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
 3 state or county funds.

5 **XVII. NOTICES**

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

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

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

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

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

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

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

25 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~
 26 ~~paragraph of this Agreement.~~

28 **XVIII. NOTIFICATION OF DEATH**

29 ~~A. NON TERMINAL ILLNESS DEATH~~

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

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

35 //

36 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
 37 telephone immediately upon becoming aware of the death due to non-terminal illness of any person

1 served ~~hereunder~~ pursuant to this Agreement; provided, however, weekends and holidays shall not be
 2 included for purposes of computing the time within which to give telephone notice and, notwithstanding
 3 the time limit herein specified, notice need only be given during normal business hours.

4 2. ~~In addition;~~ **WRITTEN NOTIFICATION**

5 a. **NON-TERMINAL ILLNESS** – CONTRACTOR shall, ~~within sixteen (16) hours after~~
 6 ~~such death,~~ hand deliver ~~or,~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ and/or send via
 7 ~~encrypted email~~ to ADMINISTRATOR ~~a written report within sixteen (16) hours after becoming aware~~
 8 ~~of the death due to non-terminal illness of any person served pursuant to this Agreement.~~

9 #

10 ~~3. The telephone report and written Notification of Non-Terminal Illness Death shall contain~~
 11 ~~the name of the deceased, the date and time of death, the nature and circumstances of the death, and the~~
 12 ~~name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

13 ~~B~~ b. **TERMINAL ILLNESS DEATH**

14 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed,~~ hand delivered,
 15 ~~faxed, sent via encrypted email, and/or postmarked~~ and sent via U.S. Mail within forty-eight (48) hours
 16 of becoming aware of the death due to terminal illness of any person served ~~hereunder. The Notification~~
 17 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~
 18 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
 19 ~~knowledge of the incident~~ pursuant to this Agreement.

20 ~~2C.~~ If there are any questions regarding the cause of death of any person served
 21 ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any
 22 unusual circumstances related to the death, CONTRACTOR shall immediately notify
 23 ADMINISTRATOR in accordance with ~~subparagraph A. above~~ this Notification of Death Paragraph.

24
 25 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

33
 34 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

35 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 36 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 37 accordance with this Agreement and all applicable requirements, ~~which include, but are not limited to:~~

1 ~~1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),~~
2 ~~75055(a), 75343(a), and 77143(a).~~

3 ~~2. State of California, Health and Safety Code §123145.~~

4 ~~3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

5 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
6 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

7 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
8 preparation, and confidentiality of records related to participant, ~~client~~ participant and/or patient records
9 are met at all times.

10 //

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

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

16 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
17 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
18 CONTRACTOR.

19 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
20 settlement of claims for a longer term ~~which will be~~ as directed by ~~the~~ ADMINISTRATOR.

21 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
22 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
23 all information that is requested by the PRA request.

24 **XXI. RESEARCH AND PUBLICATION**

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

28 **XXII. MINIMUM WAGE LAWS**

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

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

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

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//
//

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

- 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official ~~or making political contributions.~~

CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

- 3. ~~Supplanting current funding for existing services.~~

~~4. Fundraising.~~

~~5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.~~

~~6. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.~~

#

~~7. 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~

1 ~~87~~. Paying an individual salary or compensation for services at a rate in excess of the current
2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
3 Schedule may be found at ~~www.opm.gov~~ www.opm.gov.

4 ~~98~~. Severance pay for separating employees.

5 ~~109~~. Paying rent and/or lease costs for a facility prior to the facility meeting all required
6 building codes and obtaining all necessary building permits for any associated construction.

7 10. Supplanting current funding for existing services.

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

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

11 2. Making phone calls outside of the local area unless documented to be directly for the
12 purpose of participant care.

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

14 ~~14~~. Purchase of artwork or other items that are for decorative purposes and do not
15 directly contribute to the quality of services to be provided pursuant to this Agreement.

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

18 ~~26~~. Providing inpatient hospital services or purchasing major medical equipment.

19 ~~37~~. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
20 funds (matching).

21 ~~48~~. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's ~~clients~~ participants.

23 ~~5. Funding travel or training (excluding mileage or parking).~~

24 ~~6. Making phone calls outside of the local area unless documented to be directly for the~~
25 ~~purpose of client care.~~

26 ~~7. Payment for grant writing, consultants, certified public accounting, or legal services.~~

27 ~~8. Purchase of artwork or other items that are for decorative purposes and do not directly~~
28 ~~contribute to the quality of services to be provided pursuant to this Agreement.~~

29
30 **XXV. STATUS OF CONTRACTOR**

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

1 subcontractors as they relate to the services to be provided during the course and scope of their
2 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
3 entitled to any rights or privileges of COUNTY COUNTY'S employees and shall not be considered in
4 any manner to be COUNTY COUNTY'S employees.

5
6 **XXVI. TAX LIABILITY**

7 CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes
8 or similar levies as a result of any monies paid CONTRACTOR under pursuant to this Agreement.
9 CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses,
10 demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in
11 the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies,
12 or penalties, and/or interest imposed, resulting from any failure of CONTRACTOR to comply with the
13 provisions of this paragraph.

14
15 **XXVII. TERM**

16 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
17 term of this Master Agreement applies. ~~The term of this Master~~ This specific Agreement shall
18 commence ~~on March 1, 2012 and~~ as specified in the Reference Contract Provisions of this Agreement
19 ~~or the execution date, whichever is later.~~ This specific Agreement shall terminate ~~on June 30, 2015;~~
20 ~~provided, however, that the specific term for CONTRACTOR shall be~~ as specified in the Referenced
21 Contract Provisions of this Agreement; ~~and provided further that the parties shall continue to be~~
22 ~~obligated to comply with the requirements and perform the duties specified,~~ unless otherwise sooner
23 ~~terminated as provided~~ in this Agreement. ~~Such duties include, but are not limited to, obligations with~~
24 ~~respect to confidentiality, indemnification, audits, reporting, and accounting;~~ provided, however,
25 CONTRACTOR shall
26 //
27 be obligated to perform such duties as would normally extend beyond this term, including but not
28 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

31
32 **XXVIII. TERMINATION**

33 A. Either party may terminate this Agreement, without cause, upon
34 ~~Term wo Cause Notice~~ Term wo Cause Notice calendar days written notice given the other
35 party.

36 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
37 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)
2 calendar days for corrective action.

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

- 5 1. The loss by CONTRACTOR of legal capacity.
- 6 2. Cessation of services.
- 7 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
8 another entity without the prior written consent of COUNTY.

9 D. CONTINGENT FUNDING

10 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
11 a. The continued availability of federal, state and county funds for reimbursement of
12 COUNTY's expenditures, and

13 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
14 approved by the Board of Supervisors.

15 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
16 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
17 CONTRACTOR.

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

22 F. In the event this Agreement is terminated by either party, after receiving a Notice of
23 Termination CONTRACTOR shall do the following:

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

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

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

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

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

1 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
2 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

3
4 **XXIX. THIRD PARTY BENEFICIARY**

5 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
6 including, but not limited to, any subcontractors or any ~~clients~~ participants provided services
7 ~~hereunder~~ pursuant to this Agreement.

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13 #

14 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 «CONTRACTOR_NAME»

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

29
30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
COMMUNITY-BASED STIGMA REDUCTION ART EVENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND

«CONTRACTOR_NAME»

~~MARCH 21, 2012~~ JULY 1, 2015 THROUGH ~~JUNE 30, 2015~~ 2017

~~Tax ID No.:~~ «Tax_ID_No»

I. ART EVENT(S) DESIGNATION

CONTRACTOR agrees to provide community-based stigma reduction art event services in the specified category and/or categories pursuant to the terms and conditions specified in this Agreement for provision of such services by and between COUNTY and CONTRACTOR. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

- Theatre ~~«Theatre»~~ «Theatre»
- Dance ~~«Dance»~~ «Dance»
- Skit ~~«Skit»~~ «Skit»
- Poetry Reading ~~«Poetry Reading»~~ «Poetry Reading»
- Video ~~«Video»~~ «Video»
- Film Series ~~«Film Series»~~ «Film Series»
- Art Exhibit ~~«Art Exhibit»~~ «Art Exhibit»
- ~~Other~~ Other («Other Description») ~~«Other»~~ «Other»

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 COMMUNITY-BASED STIGMA REDUCTION ART EVENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «CONTRACTOR_NAME»
 8 ~~MARCH 21, 2012~~ JULY 1, 2015 THROUGH JUNE 30, ~~2015~~ 2017

10 I. COMMON TERMS AND DEFINITIONS

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

13 A. 1. Activity Form means a data collection form used to track each activity in which the group
 14 and/or individual participate.

15 ~~— B. Administrative Service Organization means a designated organization that oversees and
 16 manages the administrative functions of a program and/or service.~~

17 ~~C. 2.~~ Admission means completion of the entry and/or intake process for program
 18 participants.

19 3. Assessment means a professional review and evaluation of an individual’s behavioral health
 20 needs and conditions in order to determine the most appropriate course of services.

21 4. At Risk means a state of high stressor and low protective factor that would increase
 22 likelihood of development of a mental illness.

23 ~~D. 5.~~ Behavioral Health Condition means diminished cognitive, emotional, or social abilities,
 24 but not to the extent that the criteria for a mental disorder are met.

25 6. Case Management means the delivery of individual guidance and support services. Case
 26 management services include; but are not limited to, referrals and linkages to needed services such as;
 27 resources, coaching, and assistance with translation and transportation.

28 7. Case Management Service Plan means a plan developed to address a participant’s goals and
 29 objectives identified during screening and assessment. The plan should include participant developed
 30 goals, referrals and linkages to appropriate services, and progress and/or milestones achieved.

31 8. Community-Defined Evidence “validates practices that have a community-defined evidence
 32 base for effectiveness in achieving mental health outcomes for underserved communities. It also defines
 33 a process underway to nationally develop specific criteria by which practices’ effectiveness may be
 34 documented using community-defined evidence that eventually will allow the procedure to have an
 35 equal standing with evidence-based practices currently defined in the peer reviewed literature.”
 36 [National Network to Eliminate Disparities Latino Work Group] cited by California DMH, PEI
 37 Resource Materials.

1 ~~E~~ 9. Consumer means an individual who is utilizing services for the treatment and/or
 2 support of a mental health condition.

3 //
 4 10. Early Intervention means the act of intervening, interfering or interceding at the
 5 manifestation of a mental health illness, with the intent of measurably improving a mental health
 6 problem or to prevent a mental health problem from getting worse.

7 ~~F~~ 11. Education/Skill Building Workshop/Class means a workshop/class conducted which
 8 has a primary focus of providing information and/or teaching a skill.

9 12. Engagement means the process by which a trusting relationship between a worker and
 10 participant is established with the goal to link the participant to appropriate services.

11 ~~G~~ 13. Enrollment means the data entry of a participant's program information into
 12 COUNTY's Prevention and Intervention database for purposes of recording and tracking a participant's
 13 involvement in the program.

14 ~~H~~ 14. Evaluation means the systematic investigation of the value and impact of an
 15 intervention or program.

16 #

17 #

18 ~~I~~ 15. Evidence-based Practice means the range of services of well-documented effectiveness.
 19 An evidence-based practice has quantitative and qualitative data showing positive outcomes and has
 20 been subject to expert/peer review that has determined that a particular approach or strategy has a
 21 significant level of evidence of effectiveness.

22 ~~J~~ 16. Family Member means any traditional and/or non-traditional support system, significant
 23 other, or natural support designated by the participant.

24 ~~K~~ 17. Follow-up means ensuring that the participant has linked to the referred service and/or
 25 successfully transitioned from one service to another.

26 18. Group Contacts means two (2) to twelve (12) people meeting on behalf of a participant.
 27 This can include case management, education and/or support of family/loved one or similar activities.

28 ~~L~~ 19. Group Intervention means the delivery of services to more than one individual or
 29 family.

30 ~~M~~ 20. Health Education means the ~~delivery~~ practice of ~~services~~ educating and teaching
 31 individuals and groups of people about behaviors conducive to ~~a specific person or family~~ the
 32 promotion, maintenance, and restoration of good physical and behavioral health."

33 ~~N~~ 21. Individual Intervention means any strategies or services rendered to a participant on a
 34 person-to-person level. Examples include, but are not limited to, education, case management, short-
 35 term therapy and life coaching to address individualized goals and objectives.

36 ~~O~~ 22. Information Dissemination means the distribution of a collection of facts or data.

37 ~~P~~ Intake means the initial meeting between a participant and a worker to evaluate a participant's

1 issue(s) of concern and determine how a program could best meet his/her needs.

2 23. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
3 participant feels about his/her present situation/condition as measured by a validated instrument/scale.

4 24. Linkage means when an individual is connected to programs or services through warm
5 hand-off or follow-up to ensure the connection is made.

6 //

7 25. Media Events means culturally relevant activities conducted by CONTRACTOR which are
8 coordinated with and publicized by the media, including radio and TV appearances.

9 ~~26. Q. Linkage to Services means the process of linking a participant to other pertinent services
10 such as support services as self help groups, social services, residential services, rehabilitation services,
11 vocational services, job training services, or other appropriate services.~~

12 ~~—R. Mental Health Condition means diminished cognitive, emotional, or social abilities, but not to
13 the extent that the criteria for a mental disorder are met.~~

14 ~~—S. MHSA~~ means the law that provides funding for expanded community mental health
15 services, also known as “Proposition 63.”

16 ~~27.~~ NPP means a document that notifies individuals of uses and disclosures of PHI that
17 may be made by or on behalf of the health plan or health care provider as set forth in the HIPAA of
18 1996.

19 ~~28.~~ Outreach means ~~the face to face~~ contact with potential participants to link them to
20 appropriate mental health and supportive services; which may include activities ~~that involve educating to~~
21 educate the community about ~~the~~ services offered and requirements for participation in the program.

22 ~~29.~~ Participant means an individual enrolled in a program and who engages in activities
23 aimed at preventing and/or eliminating the development of mental illness.

24 ~~—W. Participant Advocacy means the provision of education and referral services to assist
25 participants in getting appropriate care and services.~~

26 ~~—X. Participant to volunteer transition~~ 30. PII means any information that could be
27 readily used to identify a specific person, including but not limited to: name, address, telephone number,
28 email address, driver's license number, Social Security number, bank account information, credit card
29 information, or any combination of data that could be used to identify a specific person, such as birth
30 date, zip code, mother's maiden name and gender.

31 31. Participant to Volunteer Transition means that an enrolled participant completes the
32 program and is subsequently recruited as a volunteer, returning to the program to serve in a volunteer,
33 rather than participant capacity.

34 #

35 #

36 ~~—Y. Presentation/Speaking Engagement means structured, culturally appropriate mental health
37 education and prevention activities directed to participants.~~

1 ~~Z~~ 32. Prevention means ~~programs and services~~ the group or individual interventions that ~~are~~
 2 ~~designed to help prevent the development~~ occur before the initial onset of ~~serious emotional or a~~
 3 behavioral ~~disorders and mental illness.~~ ~~Prevent~~ health condition. Prevention promotes positive
 4 cognitive, social, and emotional development and encourages a state of well-being that allows the
 5 individuals to function well in the face of changing and sometimes challenging circumstances.

6 ~~AA~~ 33. PEI Plan means the most recent County of Orange MHSA Prevention and Early
 7 Intervention Plan approved by the Orange County MHSA Steering Committee and Board of
 8 Supervisors.

9 34. Program Protocol means the written program description, goals, objectives, and policies
 10 established by CONTRACTOR for the program provided pursuant to this Agreement.

11 ~~AB~~ 35. Promising practice ~~Practice~~ means programs and strategies that have some quantitative
 12 data showing positive outcomes over a period of time, but do not have enough research or replication to
 13 support generalized outcomes. It has an evaluation component/plan in place to move towards
 14 demonstration of effectiveness; however, it does not yet have evaluation data available to demonstrate
 15 positive outcomes. [The Association of Maternal and Child Health Programs] cited by California DMH,
 16 PEI Resource Materials.

17 ~~AC~~ 36. PHI means individually identifiable health information usually transmitted by electronic
 18 media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
 19 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
 20 to the past, present, or future physical or mental health or condition of an individual, provision of health
 21 care to an individual, or the past, present, or future payment for health care provided to an individual.

22 ~~AD~~ 37. Referral means ~~the process of sending~~ an individual ~~from one service to another~~ ~~receives~~
 23 ~~information or contacts~~ for ~~health care, mental health, and/or other support~~ services.

24 ~~AE. Request means~~ or programs, or an act of asking for a PEI service to be rendered to a
 25 ~~prospective participant.~~ ~~unsuccessful linkage attempt~~

26 ~~AF. Resilience means the personal qualities of optimism and hope and the personal traits of good~~
 27 ~~problem solving skills that lead individuals to live, work and learn with a sense of mastery and~~
 28 ~~competence.~~

29 ~~AG. Resource Linkage means the process of researching and linking a participant with community~~
 30 ~~resources to meet his/her needs.~~

31 ~~AH~~ 38. Social Support means assistance that may include companionship, emotional backing,
 32 cognitive guidance, material aid and special services.

33 ~~AI~~ 39. SRT means a team comprised of trained survivor volunteers who are sent to the scene
 34 of a suicide through collaboration with the local law enforcement, coroner's office, and/or crisis
 35 response team for the purposes of support and resource linkage.

36 40. Support Group means a meeting/group, facilitated by program staff, consisting of two (2) or
 37 more people (or a number mutually agreed upon in the contract) who have similar experiences and

concerns and who meet in order to provide emotional help, advice and encouragement for one another.

41. Stigma means associating negative qualities or stereotypes with having a mental illness.

42. Stigma Reduction Art Event means artistic events such as plays, art shows, videos, slide shows, film series, poetry readings, dance productions and other similar events that focus on stigma reduction specifically to educate, dispel myths, reduce negative thinking and behaviors, and affect positive attitudes toward mental illness in the community.

43. Training means the action or method used to transfer skills and/or knowledge to a target audience.

44. Train-the-Trainer means the process in which an individual or group passes on the skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors, mentors, etc., to disseminate information, material, and skills to others.

45. TAY means participants sixteen (16) to twenty-five (25) years of age.

46. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help from any traditional mental health service.

47. Unduplicated Participant means an individual that is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period.

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47. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.

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

II. BUDGET

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

EVENT COSTS

Event Costs Cat 1-8

Event 1 NameType, Event 1 Costs Cat 1-8

Event 2 NameType, Event 2 Cost Cat 1-8

Event 3 NameType, Event 3 Cost Cat 1-8

Event 4 NameType, Event 4 Cost Cat 1-8

1	«Event_Costs_Cat_9»	«Event_1_Costs_Cat_9»	«Event_2_Cost_Cat_9»	«Event_3_Cost_Cat_9»	«Event_4_Cost_Cat_8»
2	«Event_Costs_Cat_10»	«Event_1_Costs_Cat_10»	«Event_2_Cost_Cat_10»	«Event_3_Cost_Cat_10»	«Event_4_Cost_Cat_10»
3	«Event_Costs_Cat_11»	«Event_1_Costs_Cat_11»	«Event_2_Cost_Cat_11»	«Event_3_Cost_Cat_11»	«Event_4_Cost_Cat_11»
4	«Event_Costs_Cat_12»	«Event_1_Costs_Cat_12»	«Event_2_Cost_Cat_12»	«Event_3_Cost_Cat_12»	«Event_4_Cost_Cat_12»
5	«Event_Costs_Cat_13»	«Event_1_Costs_Cat_13»	«Event_2_Cost_Cat_13»	«Event_3_Cost_Cat_13»	«Event_4_Cost_Cat_13»
6	«Event_Costs_Cat_14»	«Event_1_Costs_Cat_14»	«Event_3_Cost_Cat_14»	«Event_3_Cost_Cat_14»	«Event_4_Cost_Cat_14»
7	«Event_Costs_Cat_15»	«Event_1_Costs_Cat_15»	«Event_2_Cost_Cat_15»	«Event_3_Cost_Cat_15»	«Event_4_Cost_Cat_15»
8	«Event_Costs_Cat_16»	«Event_1_Costs_Cat_16»	«Event_2_Cost_Cat_16»	«Event_3_Cost_Cat_16»	«Event_4_Cost_Cat_16»
9	«Event_Costs_Cat_17»	«Event_1_Costs_Cat_17»	«Event_2_Cost_Cat_17»	«Event_3_Cost_Cat_17»	«Event_4_Cost_Cat_17»
10	«Event_Costs_Cat_18»	«Event_1_Costs_Cat_18»	«Event_2_Cost_Cat_18»	«Event_3_Cost_Cat_18»	«Event_4_Cost_Cat_18»
11	«Event_Costs_Cat_19»	«Event_1_Costs_Cat_19»	«Event_2_Cost_Cat_19»	«Event_3_Cost_Cat_19»	«Event_4_Cost_Cat_19»
12	«Event_Costs_Cat_20»	«Event_1_Costs_Cat_20»	«Event_2_Cost_Cat_20»	«Event_3_Cost_Cat_20»	«Event_4_Cost_Cat_20»
13	«Event_Costs_Cat_21»	«Event_1_Costs_Cat_21»	«Event_2_Cost_Cat_21»	«Event_3_Cost_Cat_21»	«Event_4_Cost_Cat_21»
14	«Event_Costs_Cat_22»	«Event_1_Costs_Cat_22»	«Event_2_Cost_Cat_22»	«Event_3_Cost_Cat_22»	«Event_4_Cost_Cat_22»
15	«Event_Costs_Cat_23»	«Event_1_Costs_Cat_23»	«Event_2_Cost_Cat_23»	«Event_3_Cost_Cat_23»	«Event_4_Cost_Cat_23»
16	TOTAL EVENT COSTS	«Event_1_Total_Cost»	«Event_2_Total_Cost»	«Event_3_Total_Cost»	«Event_4_Total_Cost»
17	<u>«Events Budget Table»</u>				

B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between performances/events or cost centers of CONTRACTOR shall be documented, and will be made in accordance with generally accepted principles of accounting. A record of all billings rendered and revenues received from any source, on behalf of persons and/or groups of interest pursuant to this Agreement, must be reflected in CONTRACTOR’s financial records.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify paragraph II. above.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR per event as follows:

1. Deposits

a. CONTRACTOR shall submit with invoice to ADMINISTRATOR the supporting documentation for all required deposits which includes, but is not limited to, contact information for vendor providing equipment, services, and/or venue; date of event or when services will be provided; description of equipment, services, and/or venue to which the deposit applies; deposit amount(s); and pertinent cancellation or loss of deposit information.

b. Should the performance/event not occur on the specified date(s), CONTRACTOR shall

1 return such deposit amount(s) in full within twenty (20) calendar days to COUNTY.

2 c. Said deposits paid by COUNTY to CONTRACTOR shall not be used for any other
3 purpose or expense associated with the performance/event, including but not limited to securing another
4 location or event date at the same location; transferred for securing another location and/or event date at
5 another location; or for a price less than, equal to, or greater than supporting documentation provided to
6 ADMINISTRATOR.

7 2. Installments

8 a. Installments I through III, and/or deposit invoices received with appropriate supporting
9 documentation, shall be payable by COUNTY to CONTRACTOR based upon successful achievement
10 of performance/event milestones equivalent to and proportionate with «Paymentreporting__1»,
11 «Paymentreporting__2», and «Paymentreporting__3» of performance/event completion, as agreed upon
12 by COUNTY and CONTRACTOR, and specified in the Scope of Work referenced in Exhibit B,
13 subparagraph IV.B. below.

14 b. The combined total of Installment I, Installment II, and Installment III, and deposit
15 invoice(s) shall not exceed «Paymentreporting__3» of the total approved budget as referenced in Exhibit
16 B, subparagraph II.A.

17 3. Installment IV shall be for an amount equal to the difference between the total approved
18 event budget as referenced in Exhibit B, subparagraph II.A, less expenses paid to CONTRACTOR in
19 aggregate including all deposits and Installments I, II, and III, and shall be submitted within thirty (30)
20 calendar days following successful completion of each performance/event, submission of performance
21 outcomes, and all reporting requirements as specified in this Agreement.

22 #
23 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
24 such information as is required by ADMINISTRATOR. Billings are due in accordance with the
25 installment provisions specified in Exhibit B, III.A., and payments to CONTRACTOR should be
26 released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly
27 completed billing form.

28 C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
29 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
30 cancelled checks, receipts, receiving records, records of services provided.

31 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
32 with any provision of this Agreement.

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

36 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify paragraph
37 III. above.

IV. SERVICES
REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the California State Department of Mental Health on forms provided by either.

B. CONTRACTOR shall submit to ADMINISTRATOR an Expenditure Report for each event. Expenditure Report will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs, for informational purposes only, for CONTRACTOR's event described in the Services paragraph of Exhibit B to this Agreement. The Expenditure Report(s) will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the event being reported. CONTRACTOR must request in writing any extensions to the due date of the Expenditure Report(s).

C. CONTRACTOR shall submit periodic programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR following successful achievement of performance/event milestones equivalent to «Paymentreporting 1», «Paymentreporting 2», and «Paymentreporting 3» as specified in the Scope of Work in Exhibit B, subparagraph IV., and in conjunction with submission of CONTRACTOR's invoice. ADMINISTRATOR may request programmatic reports for milestones in addition to those specified. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, changes in population served, and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

D. COUNTY shall develop with CONTRACTOR performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of Orange County residents being served under the terms of this Agreement.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to «Addtl_Rpts» calendar days for CONTRACTOR to respond.

F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of services provided by, or under contract with, the COUNTY as identified in the Health Care Agency's policy and procedures.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify paragraph V. above.

V. SERVICES**A. CRITERIA**

1. CONTRACTOR shall provide sufficient information regarding the proposed performance/event to allow adequate review by ADMINISTRATOR.

2. The CONTRACTOR's performance/event shall be in English and/or in other languages which may include but are not limited to Spanish, Vietnamese, Korean, Farsi, American Sign Language or others appropriate for the proposed audience, as approved by ADMINSTRATOR.

3. The intended audience shall be located within Orange County.

4. The performance/event shall be delivered to one or more of the groups of interest, including but not limited to: youth, adults, older adults, LGBTQI, Veterans, deaf and hard of hearing, monolingual non-English speakers or some other sufficiently justified group.

5. The venue/location for the performance/event shall be located within Orange County.

6. The venue/location for the performance/event shall be appropriate for the intended audience.

7. The number of persons planned to be reached shall be at or above «Minimum_Attendees».

8. At least one fourth of the performers/artists for the performance/event shall be mental health consumers and/or family members of mental health consumers.

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9. The sponsoring group and/or person shall have had prior experience in coordinating and/or producing the proposed type of performance/event.

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10. The performance/event(s), and subsequent costs associated with said performance/event, shall not be outside contract period as specified in the Referenced Contract Provisions of this Agreement.

12. The message of the performance/event(s) about mental health shall be positive and designed to reduce stigma.

13. The performance/event(s) shall be appropriate for all ages (i.e. family-friendly and/or family oriented).

14. The performance/event shall be a quality artistic production as indicated by prior reviews, multiple requests for this specific production, expert opinion, and/or by some other appropriate evidence. If the performance/event has not been produced before, information about past productions by the same group or individual shall serve as indicators of the potential quality of the performance/event.

15. Individual support shall be made available immediately following each performance/event for referral and/or linkage to various COUNTY and community-based behavioral health service programs.

16. Behavioral health service resources shall be made available to persons in attendance and

COUNTY’s website: <http://www.ohealthinfo.com/behavioral> may be accessed for information.

B. SCOPE OF WORK

«Scope_of_Work»

«Scope_of_Work»

C. CONTRACTOR shall attend meetings with ADMINISTRATOR, as requested and scheduled by ADMINISTRATOR on an as-needed basis, to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics, and reporting.

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

E. CONTRACTOR may recruit, hire, train, and maintain staff that are persons in recovery, and/or family members of persons in recovery.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify paragraph IV. above.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
COMMUNITY-BASED STIGMA REDUCTION ART EVENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME»
JULY 1, 2015 THROUGH JUNE 30, 2017

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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1 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
2 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to
3 the Agreement.

4 B. DEFINITIONS

5 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
6 development, implementation, and maintenance of security measures to protect ePHI and to manage the
7 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

21 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
22 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

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

25 16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and
26 control access to it.

27 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
28 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
29 methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

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

32 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **D. SECURITY RULE**

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

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1 2. Technical Security Controls

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

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

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

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

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

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

33 g. User IDs and Password Controls. All users must be issued a unique user name for
34 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
35 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
36 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
37 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight

1 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
2 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
3 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
4 from at least three (3) of the following four (4) groups from the standard keyboard:

5 1) Upper case letters (A-Z)

6 2) Lower case letters (a-z)

7 3) Arabic numerals (0-9)

8 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

33 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
35 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is

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1 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
2 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
3 website access, file transfer, and E-Mail.

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

8 3. Audit Controls

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

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

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

22 4. Business Continuity/Disaster Recovery Control

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

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

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5. Paper Document Controls

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

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

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

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

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

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY 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 COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

1 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
2 required by law.

3 H. PROHIBITED USES AND DISCLOSURES

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

9 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
10 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
11 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
12 17935(d)(2).

13 I. OBLIGATIONS OF COUNTY

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

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

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

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

25 J. BUSINESS ASSOCIATE TERMINATION

26 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
27 requirements of this Business Associate Contract, COUNTY shall:

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

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

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

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

1 b. CONTRACTOR shall retain no copies of the PHI.
 2 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
 3 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
 4 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
 5 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
 6 further Uses and Disclosures of such PHI to those purposes that make the return or destruction
 7 infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT D
TO AGREEMENT FOR PROVISION OF
COMMUNITY-BASED STIGMA REDUCTION ART EVENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR_NAME»
JULY 1, 2015 THROUGH JUNE 30, 2017

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

1. "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.

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

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

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

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

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

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

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

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

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1 with respect to health care providers participating in the program, and statutes or regulations that require
 2 the production of information, including statutes or regulations that require such information if payment
 3 is sought under a government program providing public benefits.

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR - CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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36 **V. REPORTS**

37 ~~A. CONTRACTOR shall maintain records and make statistical reports as required by~~

1 ~~ADMINISTRATOR and the California State Department of Mental Health on forms provided by either.~~
2 ~~— B. CONTRACTOR shall submit to ADMINISTRATOR an Expenditure Report for each event.~~
3 ~~Expenditure Report will be on a form acceptable to, or provided by, ADMINISTRATOR and will report~~
4 ~~actual costs, for informational purposes only, for CONTRACTOR's event described in the Services~~
5 ~~paragraph of Exhibit B to this Agreement. The Expenditure Report(s) will be received by~~
6 ~~ADMINISTRATOR no later than the twentieth (20th) day following the end of the event being reported.~~
7 ~~CONTRACTOR must request in writing any extensions to the due date of the Expenditure Report(s).~~
8 ~~— C. CONTRACTOR shall submit periodic programmatic reports to ADMINISTRATOR, which~~
9 ~~shall be received by ADMINISTRATOR following successful achievement of performance/event~~
10 ~~milestones equivalent to «Paymentreporting__1», «Paymentreporting__2», and «Paymentreporting__3»~~
11 ~~as specified in the Scope of Work in Exhibit B, subparagraph IV., and in conjunction with submission of~~
12 ~~CONTRACTOR's invoice. ADMINISTRATOR may request programmatic reports for milestones in~~
13 ~~addition to those specified. Programmatic reports shall be in a format(s) approved by~~
14 ~~ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the~~
15 ~~provisions of this Agreement, details of outreach activities and their results, any pertinent facts or~~
16 ~~interim findings, staff changes, changes in population served, and reasons for any such changes.~~
17 ~~CONTRACTOR shall be prepared to present and discuss their programmatic reports at their scheduled~~
18 ~~meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in~~
19 ~~achieving all the terms of this Agreement, and if not, shall specify what steps are being taken to achieve~~
20 ~~satisfactory progress.~~
21 ~~— D. COUNTY shall develop with CONTRACTOR performance outcome measure guidelines for the~~
22 ~~purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well being of~~
23 ~~Orange County residents being served under the terms of this Agreement.~~
24 ~~— E. ADDITIONAL REPORTS Upon ADMINISTRATOR's request, CONTRACTOR shall make~~
25 ~~such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as~~
26 ~~they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information~~
27 ~~requested and allow up to «Addtl_Rpts» calendar days for CONTRACTOR to respond.~~
28 ~~— F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues~~
29 ~~that adversely affect the quality or accessibility of services provided by, or under contract with, the~~
30 ~~COUNTY as identified in the Health Care Agency's policy and procedures.~~
31 ~~— G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify paragraph~~
32 ~~V. above.~~
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