

1 AGREEMENT FOR PROVISION OF
2 HOUSING NAVIGATION AND SUSTAINABILITY SERVICES
3 FOR NON-BEHAVIORAL HEALTH INVOLVED CLIENTS

4 BETWEEN
5 COUNTY OF ORANGE

6 AND
7 «CONTRACTOR_NAME», «DBA_NAME»

8 FEBRUARY 26, 2020 THROUGH DECEMBER 31, 2020

9
10 THIS AGREEMENT entered into this «EFFECT_DATE» of «EFFECT_MONTH» (effective date),
11 is by and between the COUNTY OF ORANGE, a political subdivision of State of California
12 (COUNTY), and «CONTRACTOR_NAME», «DBA_NAME», a
13 «CONTRACTOR_BUSINESS_STATUS» (CONTRACTOR). COUNTY and CONTRACTOR may
14 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement
15 shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee
16 (“ADMINISTRATOR”).

17
18 **W I T N E S S E T H :**

19 WHEREAS, California’s Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was
20 approved by the Centers for Medicare and Medicaid Services on December 30, 2015 and included
21 funding for a Whole Person Care (WPC) Pilot Program; and,

22 WHEREAS, the California the Department of Health Care Services (DHCS) published a Request
23 for Application (RFA) relating to the WPC Pilot Program on May 16, 2016; and,

24 WHEREAS, COUNTY agreed to act as the Lead Entity and submitted a WPC Pilot Application
25 which was accepted by DHCS on October 24, 2016 and,

26 WHEREAS, on March 15, 2019, DHCS made available additional WPC funding to Lead Entities
27 and COUNTY submitted a proposal which was accepted by DHCS on May 30, 2019; and

28 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of certain direct
29 patient care and administrative support functions to the WPC Pilot Program described herein; and,

30 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
31 Housing Navigation and Sustainability Services for Non-Behavioral Health Involved Client Services
32 described herein to the homeless and indigent of Orange County; and

33 WHEREAS, CONTRACTOR is agreeable to the rendering of such services pursuant to the terms
34 and conditions hereinafter set forth;

35 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
36 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: February 26, 2020 through December 31, 2020

Period One means the period from February 26, 2020 through June 30, 2020

Period Two means the period from July 1, 2020 through December 31, 2020

Maximum Obligation:

Period One Maximum Obligation: \$2,035,000

Period Two Maximum Obligation: \$3,465,000

TOTAL MAXIMUM OBLIGATION: \$5,500,000

Basis for Reimbursement: Combination - Negotiated Rate and Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: «DUNS_NUMBER»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «CONTRACTOR_NAME_LC»
«CONTRACTOR_ADDRESS_1», «CONTRACTOR_ADDRESS_2»
«CONTRACTOR_CITY», «CONTRACTOR_STATE» «CONTRACTOR_ZIP»
Attention: «CONTACT_NAME», «CONTACT_TITLE»
E-Mail Address: «CONTACT_EMAIL_ADDRESS»

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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:

4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

1	AI. CFDA	Catalog of Federal Domestic Assistance
2	AJ. CFR	Code of Federal Regulations
3	AK. CHDP	Child Health and Disability Prevention
4	AL. CHHS	California Health and Human Services Agency
5	AM. CHPP	COUNTY HIPAA Policies and Procedures
6	AN. CHS	Correctional Health Services
7	AO. CIPA	California Information Practices Act
8	AP. CMPPA	Computer Matching and Privacy Protection Act
9	AQ. COI	Certificate of Insurance
10	AR. CPA	Certified Public Accountant
11	AS. CSI	Client and Services Information
12	AT. CSW	Clinical Social Worker
13	AU. CYBHS	Children and Youth Behavioral Health Services
14	AV. DATAR	Drug Abuse Treatment Access Report
15	AW. DCR	Data Collection and Reporting
16	AX. DD	Dually Diagnosed
17	AY. DEA	Drug Enforcement Agency
18	AZ. DHCS	California Department of Health Care Services
19	BA. D/MC	Drug/Medi-Cal
20	BB. DMV	California Department of Motor Vehicles
21	BC. DoD	US Department of Defense
22	BD. DPFS	Drug Program Fiscal Systems
23	BE. DRC	Probation's Day Reporting Center
24	BF. DRP	Disaster Recovery Plan
25	BG. DRS	Designated Record Set
26	BH. DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4 th Edition
28	BJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5 th Edition
29	BK. EBP	Evidence-Based Practice
30	BL. EDN	Electronic Disease Notification System
31	BM. EEOC	Equal Employment Opportunity Commission
32	BN. EHR	Electronic Health Records
33	BO. ePHI	Electronic Protected Health Information
34	BP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
35	BQ. ERC	Emergency Receiving Center
36	BR. FFS	Fee For service
37	BS. FIPS	Federal Information Processing Standards

1	BT. FQHC	Federally Qualified Health Center
2	BU. FSP	Full Service Partnership
3	BV. FTE	Full Time Equivalent
4	BW. GAAP	Generally Accepted Accounting Principles
5	BX. HAB	Federal HIV/AIDS Bureau
6	BY. HCA	County of Orange Health Care Agency
7	BZ. HHS	Federal Health and Human Services Agency
8	CA. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9		Law 104-191
10	CB. HITECH Act	Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	CC. HIV	Human Immunodeficiency Virus
13	CD. HRSA	Federal Health Resources and Services Administration
14	CE. HSC	California Health and Safety Code
15	CF. IBNR	Incurred But Not Reported
16	CG. ID	Identification
17	CH. IEA	Information Exchange Agreement
18	CI. IMD	Institute for Mental Disease
19	CJ. IOM	Institute of Medicine
20	CK. IRIS	Integrated Records and Information System
21	CL. ISO	Insurance Services Office
22	CM. ITC	Indigent Trauma Care
23	CN. LCSW	Licensed Clinical Social Worker
24	CO. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
25	CP. LPS	Lanterman/Petris/Short (Act)
26	CQ. LPT	Licensed Psychiatric Technician
27	CR. MAT	Medication Assisted Treatment
28	CS. MEDS	Medi-Cal Eligibility Determination System
29	CT. MFT	Marriage and Family Therapist
30	CU. MH	Mental Health
31	CV. MHIS	Mental Health Inpatient Services
32	CW. MIHS	Medical and Institutional Health Services
33	CX. MHP	Mental Health Plan
34	CY. MHRC	Mental Health Rehabilitation Centers
35	CZ. MHS	Mental Health Specialist
36	DA. MHSA	Mental Health Services Act
37	DB. MORS	Milestones of Recovery Scale

1	DC. MS	Mandatory Supervision
2	DD. MTP	Master Treatment Plan
3	DE. NA	Narcotics Anonymous
4	DF. NIATx	Network Improvement of Addiction Treatment
5	DG. NIH	National Institutes of Health
6	DH. NIST	National Institute of Standards and Technology
7	DI. NOA	Notice of Action
8	DJ. NP	Nurse Practitioner
9	DK. NPDB	National Provider Data Bank
10	DL. NPI	National Provider Identifier
11	DM. NPP	Notice of Privacy Practices
12	DN. OCEMS	Orange County Emergency Medical Services
13	DO. OCJS	Orange County Jail System
14	DP. OC-MEDS	Orange County Medical Emergency Data System
15	DQ. OCPD	Orange County Probation Department
16	DR. OCR	Federal Office for Civil Rights
17	DS. OCSD	Orange County Sheriff's Department
18	DT. OIG	Federal Office of Inspector General
19	DU. OMB	Federal Office of Management and Budget
20	DV. OPM	Federal Office of Personnel Management
21	DW. ORR	Federal Office of Refugee Resettlement
22	DX. P&P	Policy and Procedure
23	DY. PA DSS	Payment Application Data Security Standard
24	DZ. PAF	Partnership Assessment Form
25	EA. PAR	Prior Authorization Request
26	EB. PBM	Pharmaceutical Benefits Management
27	EC. PC	California Penal Code
28	ED. PCI DSS	Payment Card Industry Data Security Standard
29	EE. PCP	Primary Care Provider
30	EF. PCS	Post-Release Community Supervision
31	EG. PHI	Protected Health Information
32	EH. PI	Personal Information
33	EI. PII	Personally Identifiable Information
34	EJ. PRA	California Public Records Act
35	EK. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and Coordination
36		Team
37	EL. PSC	Professional Services Contract

1	EM. PTRC	Paramedic Trauma Receiving Center
2	EN. QI	Quality Improvement
3	EO. QIC	Quality Improvement Committee
4	EP. RHAP	Refugee Health Assessment Program
5	EQ. RHEIS	Refugee Health Electronic Information System
6	ER. RN	Registered Nurse
7	ES. RSA	Remote Site Access
8	ET. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
9	EU. SD/MC	Short-Doyle Medi-Cal
10	EV. SIR	Self-Insured Retention
11	EW. SMA	Statewide Maximum Allowable (rate)
12	EX. SNF	Skilled Nursing Facility
13	EY. SR	Supervised Release
14	EZ. SRP	Supervised Release Participant
15	FA. SSA	County of Orange Social Services Agency
16	FB. SSI	Supplemental Security Income
17	FC. STP	Special Treatment Program
18	FD. SUD	Substance Use Disorder
19	FE. TAR	Treatment Authorization Request
20	FF. TAY	Transitional Age Youth
21	FG. TB	Tuberculosis
22	FH. TBS	Therapeutic Behavioral Services
23	FI. TRC	Therapeutic Residential Center
24	FJ. TTY	Teletypewriter
25	FK. TUPP	Tobacco Use Prevention Program
26	FL. UMDAP	Uniform Method of Determining Ability to Pay
27	FM. UOS	Units of Service
28	FN. USC	United States Code
29	FO. VOLAGs	Volunteer Agencies
30	FP. W&IC	California Welfare and Institutions Code
31	FQ. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A and B, including Attachment 1 to Exhibit B, attached hereto and incorporated herein, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

37 //

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

5
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 the respective Parties, specifying the date of assignment, the County of Orange as assignee,
12 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on
13 behalf of said persons, shall be immediately given to COUNTY.

14
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 provide CONTRACTOR with a copy of the policies and
20 procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to
21 General Compliance and Annual Provider Trainings.

22 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
23 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
24 CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall
25 be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
26 elements by ADMINISTRATOR’s Compliance Officer as described in in this Paragraph IV
27 (COMPLIANCE). These elements include:

- 28 a. Designation of a Compliance Officer and/or compliance staff.
- 29 b. Written standards, policies and/or procedures.
- 30 c. Compliance related training and/or education program and proof of completion.
- 31 d. Communication methods for reporting concerns to the Compliance Officer.
- 32 e. Methodology for conducting internal monitoring and auditing.
- 33 f. Methodology for detecting and correcting offenses.
- 34 g. Methodology/Procedure for enforcing disciplinary standards.

35 3. If CONTRACTOR does not provide proof of its own compliance program to
36 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR’s Compliance
37 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within

1 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
 2 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
 3 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary to complete
 4 ADMINISTRATOR's annual compliance training to ensure proper compliance.

5 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
 6 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
 7 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
 8 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
 9 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
 10 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
 11 proposed compliance program and code of conduct contain all required elements to the
 12 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
 13 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 14 CONTRACTOR shall revise its compliance program and code of conduct to meet
 15 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 16 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

17 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
 18 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
 19 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 20 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
 21 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
 22 Program.

23 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 24 retained to provide services related to this Agreement semi-annually to ensure that they are not
 25 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
 26 the General Services Administration's Excluded Parties List System or System for Award Management,
 27 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
 28 the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's
 29 Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

30 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
 31 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
 32 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
 33 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 34 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
 35 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
 36 CONTRACTOR has elected to use its own).

37 //

1 2. An Ineligible Person shall be any individual or entity who:
 2 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 3 federal and state health care programs; or
 4 b. has been convicted of a criminal offense related to the provision of health care items or
 5 services and has not been reinstated in the federal and state health care programs after a period of
 6 exclusion, suspension, debarment, or ineligibility.

7 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 9 Agreement.

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

16 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 17 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 18 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
 19 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
 20 Ineligible Person.

21 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
 22 federal and state funded health care services by contract with COUNTY in the event that they are
 23 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
 24 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 25 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 26 business operations related to this Agreement.

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

34 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
 35 Compliance Training available to Covered Individuals.

36 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
 37 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;

1 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
2 representative to complete the General Compliance Training when offered.

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

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

6 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
7 copies of training certification upon request.

8 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
9 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
10 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
11 CONTRACTOR shall provide copies of the certifications.

12 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
13 Provider Training, where appropriate, available to Covered Individuals.

14 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
15 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
16 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
17 including the Centers for Medicare and Medicaid Services or their agents.

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

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

21 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
22 provide copies of the certifications upon request.

23 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
24 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a
25 group setting while CONTRACTOR shall retain the certifications. Upon written request by
26 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

27 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

28 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
29 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
30 and are consistent with federal, state and county laws and regulations. This includes compliance with
31 federal and state health care program regulations and procedures or instructions otherwise
32 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
33 their agents.

34 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
35 for payment or reimbursement of any kind.

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which

1 accurately describes the services provided and must ensure compliance with all billing and
2 documentation requirements.

3 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
4 coding of claims and billing, if and when, any such problems or errors are identified.

5 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
6 days after the overpayment is verified by the ADMINISTRATOR.

7 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
8 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the
9 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
10 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
11 Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of
12 such default.

13
14 **V. CONFIDENTIALITY**

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

18 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
19 Agreement are Clients of the Orange County medical services system, and therefore it may be necessary
20 for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding
21 specific Clients with COUNTY or other providers of related services contracting with COUNTY.

22 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
23 consents for the release of information from all persons served by CONTRACTOR pursuant to this
24 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
25 Part 2.6, relating to confidentiality of medical information.

26 3. In the event of a collaborative service agreement between medical services providers,
27 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
28 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

36 //

37 //

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

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VIII. 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 agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR’s duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. 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 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, 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 Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) 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 subparagraph shall be void.

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

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

1 6. COUNTY reserves the right to immediately terminate the Agreement in the event
2 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
3 unacceptable to COUNTY for the provision of services under the Agreement.

4 C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by
5 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
6 meet the requirements of this Agreement as they relate to the service or activity under subcontract,
7 include any provisions that ADMINISTRATOR may require, and are authorized in writing by
8 ADMINISTRATOR prior to the beginning of service delivery.

9 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the
10 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor
11 subsequently fails to meet the requirements of this Agreement or any provisions that
12 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
13 by CONTRACTOR.

14 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
15 pursuant to this Agreement.

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

18 4. This provision shall not be applicable to service agreements usually and customarily
19 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
20 services provided by consultants.

21 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s
22 status with respect to name changes that do not require an assignment of the Agreement.
23 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
24 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
25 CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between
26 CONTRACTOR and COUNTY that may arise prior to or during the period of Agreement performance.
27 While CONTRACTOR will be required to provide this information without prompting from COUNTY
28 any time there is a change in CONTRACTOR’s name, conflict of interest or litigation status,
29 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
30 requested by COUNTY.

31
32 **IX. DISPUTE RESOLUTION**

33 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
34 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
35 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
36 brought to the attention of the COUNTY by way of the following process:

37 //

1 1. CONTRACTOR shall submit to the COUNTY a written demand for a final decision
2 regarding the disposition of any dispute between the Parties arising under, related to, or involving this
3 Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

4 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
5 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the
6 demand a written statement signed by an authorized representative indicating that the demand is made in
7 good faith, that the supporting data are accurate and complete, and that the amount requested accurately
8 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

9 B. Pending the final resolution of any dispute arising under, related to, or involving this
10 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via
11 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure
12 to proceed diligently shall be considered a material breach of this Agreement.

13 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
14 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
15 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
16 a final decision adverse to CONTRACTOR's contentions.

17 D. This Agreement has been negotiated and executed in the State of California and shall be
18 governed by and construed under the laws of the State of California. In the event of any legal action to
19 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
20 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
21 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
22 Parties specifically agree to waive any and all rights to request that an action be transferred for
23 adjudication to another county. Nothing contained herein shall be construed to limit either party's right
24 to commence legal action in a court of competent jurisdiction located in Orange County, California to
25 enforce or interpret this Agreement within the applicable statute of limitations.

26
27 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

37 //

XI. FACILITIES, PAYMENTS AND SERVICES

1
2 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
3 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
4 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
5 minimum number and type of staff which meet applicable federal and state requirements, and which are
6 necessary for the provision of the services hereunder.

7 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
8 administrative capabilities required to carry out its duties and responsibilities under this Agreement and
9 in accordance with all the applicable statutes and regulations.

10
11 **XII. INDEMNIFICATION AND INSURANCE**

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

22 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
23 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
24 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
25 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
26 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
27 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
28 subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

1 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
 2 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
 3 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
 4 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 5 Agreement, agrees to all of the following:

6 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
 7 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
 8 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
 9 cost and expense with counsel approved by Board of Supervisors against same; and

10 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
 11 duty to indemnify or hold harmless; and

12 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
 13 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
 14 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

17 F. QUALIFIED INSURER

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

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

26 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 27 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
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

37 //

	<u>Coverage (continued)</u>	<u>Minimum Limits (continued)</u>
1		
2	Employers' Liability Insurance	\$1,000,000 per occurrence
3		
4	Network Security & Privacy Liability	\$1,000,000 per claims made
5		
6	Professional Liability Insurance	\$1,000,000 per claims made
7		\$1,000,000 aggregate
8		
9	Sexual Misconduct Liability	\$1,000,000 per occurrence

10
11 H. REQUIRED COVERAGE FORMS

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

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

16 I. REQUIRED ENDORSEMENTS

17 1. The Commercial General Liability policy shall contain the following endorsements, which
18 shall accompany the COI:

19 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
20 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
21 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
22 **WRITTEN AGREEMENT.**

23 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
24 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
25 insurance maintained by the County of Orange shall be excess and non-contributing.

26 2. The Network Security and Privacy Liability policy shall contain the following
27 endorsements which shall accompany the COI:

28 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
29 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

30 b. A primary and non-contributing endorsement evidencing that the Contractor's
31 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
32 excess and non-contributing.

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

36 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
37 all rights of subrogation against the *County of Orange, its elected and appointed officials,*

1 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**
2 **WRITTEN AGREEMENT.**

3 L. All insurance policies required by this Agreement shall waive all rights of subrogation against
4 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
5 within the scope of their appointment or employment.

6 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
7 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
8 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
9 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate
10 this Agreement.

11 N. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network
12 Security & Privacy Liability are “Claims -Made” policies, CONTRACTOR shall agree to maintain
13 coverage for two (2) years following the completion of the Agreement.

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

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

18 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
19 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
20 made to the next qualified vendor.

21 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
22 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
23 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
24 adequately protect COUNTY.

25 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
26 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
27 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
28 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
29 to all legal remedies.

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

33 U. SUBMISSION OF INSURANCE DOCUMENTS

- 34 1. The COI and endorsements shall be provided to COUNTY as follows:
 - 35 a. Prior to the start date of this Agreement.
 - 36 b. No later than the expiration date for each policy.

37 //

1 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
2 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

8 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
9 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
10 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
11 submitted to ADMINISTRATOR.

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

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

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

21
22 **XIII. INSPECTIONS AND AUDITS**

23 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
24 of the State of California, the Secretary of the United States Department of Health and Human Services,
25 the Comptroller General of the United States, or any other of their authorized representatives, shall to
26 the extent permissible under applicable law have access to any books, documents, and records, including
27 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
28 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding
29 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
30 transcripts during the periods of retention set forth in the Records Management and Maintenance
31 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate
32 the services provided pursuant to this Agreement, and the premises in which they are provided, upon no
33 less than forty-eight (48) hours notice to CONTRACTOR, during its normal business hours.

34 B. CONTRACTOR shall actively participate and cooperate with any person specified in
35 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
36 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
37 evaluation or monitoring.

1 C. AUDIT RESPONSE

2 1. Following an audit report, in the event of non-compliance with applicable laws and
3 regulations, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or
4 direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be
5 submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from
6 ADMINISTRATOR.

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

14 D. CONTRACTOR shall not be subject to disallowances as a result of audits of the provision of
15 services under this Agreement.

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

20
21 **XIV. LICENSES AND LAWS**

22 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
23 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
24 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
25 required by the laws, regulations and requirements of the United States, the State of California,
26 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
27 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
28 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
29 and exemptions. Said inability shall be cause for termination of this Agreement.

30 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

31 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
32 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
33 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
34 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
35 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
36 COUNTY shall constitute grounds for termination of the Agreement.

37 //

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

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

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

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

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

- 14 1. ARRA of 2009.
- 15 2. Title 22, CCR, §51009, Confidentiality of Records.
- 16 3. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 17 4. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 18 5. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
19 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

20
21 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

1 CONTRACTOR shall also include any required funding statement information on social media when
2 required by ADMINISTRATOR.

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

5 E. CONTRACTOR shall also include any required funding statement information on social media
6 when required by ADMINISTRATOR

7
8 **XVI. MAXIMUM OBLIGATION**

9 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
10 agreements for Housing Navigation and Sustainability Services for Non-Behavioral Health Involved
11 Clients Services during Period One and Period Two are as specified in the Referenced Contract
12 Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several
13 agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the
14 Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum
15 Obligations.

16 B. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the
17 Period One and Period Two Maximum Obligations, provided the total of these Maximum Obligations
18 does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract
19 Provisions of this Agreement.

20
21 **XVII. MINIMUM WAGE LAWS**

22 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
23 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
24 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
25 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
26 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
27 providing services pursuant to this Agreement be paid no less than the greater of the federal or
28 California Minimum Wage.

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

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

36 //

37 //

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

1
2
3 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
4 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
5 employee or applicant for employment because of his/her race, religious creed, color, national origin,
6 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
7 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
8 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
9 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
10 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
11 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
12 gender identity, gender expression, age, sexual orientation, or military and veteran status.

13 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
14 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
15 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
16 for training, including apprenticeship.

17 3. CONTRACTOR shall not discriminate between employees with spouses and employees
18 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
19 the provision of benefits.

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

23 5. All solicitations or advertisements for employees placed by or on behalf of
24 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
25 for employment without regard to race, religious creed, color, national origin, ancestry, physical
26 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
27 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
28 shall be deemed fulfilled by use of the term EOE.

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
 5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 8 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 9 factors identified above:

- 10 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Client which is different or is provided in a different
 12 manner or at a different time from that provided to other Clients.
- 13 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 14 others receiving any service and/or benefit.
- 15 4. Treating a Client differently from others in satisfying any admission requirement or
 16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
 20 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
 21 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 22 ADMINISTRATOR.

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

27 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
 28 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
 37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

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

4 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
5 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
6 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
7 state or COUNTY funds.

8
9 **XIX. NOTICES**

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

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

15 2. When faxed, transmission confirmed;

16 3. When sent by Email; or

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

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

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

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

29
30 **XX. NOTIFICATION OF DEATH**

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

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

36 //

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1 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
2 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
3 served pursuant to this Agreement; notice need only be given during normal business hours.

4 2. WRITTEN NOTIFICATION

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

8 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
9 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
10 of the death due to terminal illness of any person served pursuant to this Agreement.

11 c. When notification via encrypted email is not possible or practical CONTRACTOR may
12 hand deliver or fax to a known number said notification.

13 C. If there are any questions regarding the cause of death of any person served pursuant to this
14 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
15 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
16 Notification of Death Paragraph.

17
18 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

19 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
20 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
21 Clients or occur in the normal course of business.

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

26
27 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

28 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
29 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
30 accordance with this Agreement and all applicable requirements.

31 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
32 which invoices are submitted for reimbursement under this Agreement and the charges thereto. Such
33 records shall include, but not be limited to, individual patient charts and utilization review records.

34 2. CONTRACTOR shall maintain books, records, documents, accounting procedures and
35 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
36 claimed to have been incurred in the performance of this Agreement and in accordance with principles
37 of reimbursement and GAAP.

1 3. CONTRACTOR shall ensure the maintenance of medical records required by §70747
2 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
3 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
4 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

5 B. CONTRACTOR shall implement and maintain administrative, technical and physical
6 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
7 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the
8 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
9 or state regulations and/or COUNTY policies.

10 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
11 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
12 and implement written record management procedures.

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

16 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
17 following discharge of the participant, client and/or patient.

18 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
19 billings, and revenues available at one (1) location within the limits of the County of Orange. If
20 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
21 written approval to CONTRACTOR to maintain records in a single location, identified by
22 CONTRACTOR.

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

26 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
27 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
28 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
29 maintained by or for a covered entity that is:

30 1. The medical records and billing records about individuals maintained by or for a covered
31 health care provider;

32 2. The enrollment, payment, claims adjudication, and case or medical management record
33 systems maintained by or for a health plan; or

34 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

35 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
36 with the terms of this Agreement and common business practices. If documentation is retained
37 electronically, CONTRACTOR shall, in the event of an audit or site visit:

1 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
2 or site visit.

3 2. Provide auditor or other authorized individuals access to documents via a computer
4 terminal.

5 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
6 requested.

7 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
8 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or
9 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law
10 or regulation, and copy ADMINISTRATOR on such notifications.

11 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
12 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
13 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

14
15 **XXIII. RESEARCH AND PUBLICATION**

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

19
20 **XXIV. SEVERABILITY**

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

26
27 **XXV. SPECIAL PROVISIONS**

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

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

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

34 3. Fundraising.

35 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
37 Directors or governing body.

1 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
2 body for expenses or services.

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

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

9
10 **XXVI. STATUS OF CONTRACTOR**

11 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
12 wholly responsible for the manner in which it performs the services required of it by the terms of this
13 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
14 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
15 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
16 or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors.
17 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
18 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
19 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
20 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and
21 shall not be considered in any manner to be COUNTY’s employees.

22
23 **XXVII. TERM**

24 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
25 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
26 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
27 in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend
28 beyond this term, including but not limited to, obligations with respect to confidentiality,
29 indemnification, audits, reporting, and accounting.

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

32
33 **XXVIII. TERMINATION**

34 A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days’
35 written notice given the other Party.

36 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
37 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be

1 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
2 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
3 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
4 until CAP is resolved and/or the Agreement could be terminated.

5 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
6 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this
7 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
8 (30) calendar days for corrective action.

9 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
10 of any of the following events:

- 11 1. The loss by CONTRACTOR of legal capacity.
- 12 2. Cessation of services.
- 13 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
14 another entity without the prior written consent of COUNTY.
- 15 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
16 required pursuant to this Agreement.
- 17 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
18 this Agreement.
- 19 6. The continued incapacity of any physician or licensed person to perform duties required
20 pursuant to this Agreement.
- 21 7. Unethical conduct or malpractice by any physician or licensed person providing services
22 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
23 removes such physician or licensed person from serving persons treated or assisted pursuant to this
24 Agreement.

25 E. CONTINGENT FUNDING

- 26 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 27 a. The continued availability of federal, state and county funds for reimbursement of
28 COUNTY's expenditures, and
 - 29 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
30 approved by the Board of Supervisors.

31 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
32 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
33 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
34 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

35 F. In the event this Agreement is suspended or terminated prior to the completion of the term as
36 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
37 //

1 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
2 term of the Agreement.

3 G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or
4 D. above, CONTRACTOR shall do the following:

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

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

9 3. Until the date of termination, continue to provide the same level of service required by this
10 Agreement.

11 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
12 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
13 orderly transfer.

14 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
15 Client's best interests.

16 6. If records are to be transferred to COUNTY, pack and label such records in accordance
17 with directions provided by ADMINISTRATOR.

18 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
19 supplies purchased with funds provided by COUNTY.

20 8. To the extent services are terminated, cancel outstanding commitments covering the
21 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
22 commitments which relate to personal services. With respect to these canceled commitments,
23 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
24 arising out of such cancellation of commitment which shall be subject to written approval of
25 ADMINISTRATOR.

26 9. Provide written notice of termination of services to each Client being served under this
27 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
28 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
29 day period.

30 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
31 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

32 **XXIX. THIRD PARTY BENEFICIARY**

33 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties
34 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
35 Agreement.
36

37 //

XXX. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this 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» «DBA_NAME»

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

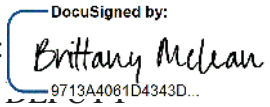
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14 TITLE: _____

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18 COUNTY OF ORANGE

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20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30 BY:  _____ DATED: 1/28/2020

31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 AGREEMENT FOR PROVISION OF
3 HOUSING NAVIGATION AND SUSTAINABILITY SERVICES
4 FOR NON-BEHAVIORAL HEALTH INVOLVED CLIENTS
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 «CONTRACTOR_NAME», «DBA_NAME»
9 FEBRUARY 26, 2020 THROUGH DECEMBER 31, 2020

10
11 **I. COMMON TERMS AND DEFINITIONS**

12 A. The parties agree to the following terms and definitions, and to those terms and definitions that,
13 for convenience, are set forth elsewhere in the Agreement.

14 1. “Activities of Daily Living” or “ADLs” means eating, bathing, dressing, toileting (being
15 able to get on and off the toilet and perform personal hygiene functions), transferring (being able to get
16 in and out of bed or chair without assistance), and maintaining continence (being able to control bladder
17 and bowel functions).

18 2. “Beneficiary” means a person, enrolled in Orange County’s Managed Care Plan and
19 meeting the Medi-Cal eligibility requirements set forth in the California’s Medicaid State Plan based on
20 the requirements set forth in Title XIX of the Social Security Act.

21 3. “CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-
22 Cal Program in Orange County.

23 4. “Client” means WPC Beneficiaries that have been qualified and received a housing
24 voucher, and have been referred to the Housing Navigation and/or Sustainability Services for Non-
25 Behavioral Health Involved Clients program for residential housing placement.

26 5. “Coordinated Entry System (CES)” is a requirement for all U.S. Department of Housing
27 and Urban Development (HUD) Continuums of Care (COCs) as established by the HEARTH Act.
28 Coordinated Entry is one essential piece of a broader housing crisis resolution system that rapidly
29 returns people who experience homelessness to stable housing. Other elements include shifting
30 investments towards interventions that achieve the best housing results and removing barriers such that
31 there is an appropriate and effective housing intervention for everyone who needs one. This larger
32 system re-design work ensures that once there is an accessible “front door” (the CES), that doorway also
33 leads to an appropriate housing exit for every homeless person. Effective July 1, 2018, the COUNTY is
34 the lead agency for the HUD Coordinated Entry System. The COUNTY’s CES paves the way for more
35 efficient homeless assistance systems by:

36 a. Helping persons move through the system faster (by reducing the amount of time
37 people spend moving from program to program before finding the right match);

1 b. Reducing new entries into homelessness (by consistently offering prevention and
2 diversion resources upfront, reducing the number of people entering the system unnecessarily); and

3 c. Improving data collection and quality and providing accurate information on what kind
4 of assistance consumers need.

5 6. "Homeless Management Information System" or "HMIS" means the regional (Orange
6 County) database of participants and services providers that track service needs and usage for homeless
7 and those at risk of becoming homeless.

8 7. "Housing Navigation and Sustainability Services" means services provided to WPC
9 beneficiary to obtain and maintain housing using the beneficiaries housing voucher.

10 8. "Housing Navigator" means the individual assisting Client to obtain residential housing
11 placement and providing the linkage between the landlords and the Clients.

12 9. "Housing Sustainability Services" means supportive services to Client in order to gain and
13 maintain residential housing placement.

14 10. "Intermediary" means the organization, under a separate agreement, and any amendments
15 thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing
16 CONTRACTOR for Recuperative Care Services.

17 11. "Recuperative Care" or "Medical Respite Care" means short-term care and case
18 management provided to individuals recovering from an acute illness or injury that generally does not
19 necessitate hospitalization, but would be exacerbated by the individuals' living conditions (e.g., street,
20 shelter, or other unsuitable places).

21 12. "Referral" means providing the effective linkage of a Client or Resident to another service,
22 when indicated; with follow-up to be provided within five (5) working days to assure that the Resident
23 has made contact with the referred service.

24 13. "Resident(s)" or "Tenant(s)" means Clients of the Housing Navigation and/or Sustainability
25 Services for Non-Behavioral Health Involved Clients program that end up being satisfactorily placed in
26 residential housing.

27 14. "Special Terms and Conditions" or "STCs" means the document (Number 11-W-00193/9),
28 issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the
29 conditions and limitations on the State's 1115(a) Medicaid Demonstration Waiver, known as "Medi-Cal
30 2020." The document describes in detail the nature, character and extent of CMS involvement in the
31 Waiver and the State's obligations to CMS. The Parties acknowledge that requirements in the STCs,
32 including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be
33 deemed as COUNTY's obligation to the State.

34 15. "Whole Person Care Pilot Program" or "WPC Pilot" or "WPC Program" means the specific
35 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications
36 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which
37 //

1 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who
2 have been identified as high users of multiple systems and continue to have poor health outcomes.

3 16. “WPC Agreement” means the agreement between COUNTY and DHCS for participation in
4 the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020,
5 as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be
6 implemented in Orange County.

7 17. “WPC CalOptima Recuperative Care Agreement” means the Agreement between the
8 COUNTY and CalOptima for reimbursement of recuperative care bed days.

9 18. “WPC Collaborative” means the group of community partners, public agencies or
10 departments, and other organizations responsible who have agreed to come together to share financial,
11 knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot
12 Program.

13 19. “WPC Beneficiary” or “Participant” means a Beneficiary who is eligible to receive services
14 provided by the WPC Program and has been identified as being homeless. For the purposes of the WPC
15 Pilot, “being homeless” describes individuals or families who:

- 16 a. Lack a fixed, regular, and adequate nighttime residence; or,
- 17 b. Have a primary nighttime residence that is a public or private place not designed for, or
18 ordinarily used as, a regular sleeping accommodation for human beings, including a car, park,
19 abandoned building, bus or train station, airport, or camping ground; or,
- 20 c. Are living in a supervised publicly or privately operated shelter designated to provide
21 temporary living arrangements (including hotels and motels paid for by federal, State, or local
22 government programs for low-income individuals or by charitable organizations), congregate shelters,
23 and transitional housing; or,
- 24 d. Reside in a shelter or place not meant for human habitation and is exiting an institution
25 where he or she temporarily resided; or,
- 26 e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a) (5), (6) or (b).

27 20. “WPC Connect” means Orange County’s WPC Pilot Program’s shared care coordination
28 platform.

29 21. “WPC Participating Entity” means an organization, entity, or public agency or department
30 that has agreed to have an active role in the WPC Pilot through agreements or memoranda of
31 understanding with COUNTY acting as the Lead Agency for the WPC Pilot.

32 22. “WPC Steering Committee” means an advisory committee established in accordance with a
33 directive from COUNTY’s Board of Supervisors to provide high-level support, advocacy, and
34 enablement for the WPC Pilot Project.

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

37 //

II. HOUSING NAVIGATION AND SUSTAINABILITY SERVICES FOR NON-BEHAVIORAL HEALTH INVOLVED CLIENTS SERVICES

A. FACILITY/(IES)

1. CONTRACTOR shall maintain, at a minimum, one (1) facility appropriate for the provision of administrative support of the field-based services described herein at the following location, or any other location approved, in advance and in writing, by ADMINISTRATOR that meets requirements for the location’s designation in accordance with local, state, and federal regulations, as specified below:

«CONTRACTOR_ADDRESS_1»
«CONTRACTOR_ADDRESS_2»
«CONTRACTOR_CITY»,
«CONTRACTOR_STATE»
«CONTRACTOR_ZIP»

2. CONTRACTOR’s facility shall be a home base to staff providing services in the field and shall include space for administrative support of the services identified within the Agreement, staff meetings, consultation and staff training, documentation preparation, and other administrative functions as applicable.

3. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week, Monday through Friday, from 8:30 a.m. to 5:00 p.m. throughout the year provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours as necessary in order for staff to meet Client needs.

4. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

5. The Housing Navigation and Sustainability Services identified within this Exhibit A to the Agreement are primarily field-based and are not anticipated to be provided from CONTRACTOR’s facility.

B. INDIVIDUALS TO BE SERVED

1. CONTRACTOR shall provide Housing Navigation and/or Sustainability Services to the target population for this Whole Person Care (WPC) Program which consists of homeless adults, or those at risk of homelessness, residing in COUNTY, nineteen to sixty-one (19 to 61) years of age, unless otherwise authorized by ADMINISTRATOR.

2. CONTRACTOR’s Clients must be Orange County Medi-Cal beneficiaries, and enrolled in the WPC Program.

C. SERVICES TO BE PROVIDED - The Whole Person Care (WPC) Pilot projects are the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner

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1 with the goals of improved beneficiary health and wellbeing through more efficient and effective use of
2 resources, to reduce inappropriate and avoidable emergency department and inpatient utilization.

3 1. CONTRACTOR shall provide Housing Navigation and/or Sustainability Services in
4 support of the COUNTY’s implementation of its WPC pilot project.

5 2. CONTRACTOR’s Housing Navigation and/or Sustainability Services program shall
6 specifically focus on assisting homeless clients, or those at risk of homelessness, who are also Orange
7 County Medi-Cal beneficiaries, to obtain and sustain housing placements.

8 3. CONTRACTOR shall match clients referred by the WPC Program to appropriate housing
9 resources. Though it is anticipated that all Client referrals to CONTRATOR will have a voucher for
10 housing, CONTRACTOR may provide Housing Navigation and/or Sustainability Services to WPC
11 enrolled persons who do not have vouchers if CONTRACTOR staffing and workload levels permit, and
12 upon mutual written agreement with ADMINISTRATOR.

13 4. CONTRACTOR shall utilize a universal Housing Navigation and Sustainability Services
14 referral form, as provided and/or approved by ADMINISTRATOR, to match Clients with most
15 appropriate Housing Navigators and/or Peer Mentors, and shall maintain said form with the most up-to-
16 date Client information based upon contact with Client. Data contained within this form may also be
17 used by CONTRACTOR to assist in reporting requisite Performance Objectives referenced in
18 Subparagraph II.D. below.

19 5. CONTRACTOR shall act as the liaison, in collaboration with and between the Client and
20 landlord.

21 a. CONTRACTOR’s Liaison services shall include, but are not limited to the following:

22 1) Transport or arrange for transportation of Clients to potential housing placement
23 opportunities,

24 2) Assist with the application process,

25 3) Secure reasonable letters of support as needed,

26 4) Ensure that the Client has a deposit,

27 5) Assist and arrange for Client’s move into housing placement,

28 6) Ensure that Clients that become Residents after housing placement, arrange for
29 their utilities to be turned on, and

30 7) Ensure the Clients have essential housing furnishings, which include but are not
31 limited to a refrigerator, seating furniture, bed and associated linens, kitchenware, and basic household
32 supplies and necessities.

33 6. Prior to, during, and after placement, CONTRACTOR shall educate Clients on
34 housekeeping issues and “good neighbor” issues such as maintenance, community living, and
35 independent living skills.

36 a. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor
37 Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not

1 be limited to, staff, volunteer, intern, and subcontractor training to deal with neighbor complaints; Client
2 training to deal with neighbor differences and complaints; staff, volunteer, intern, and subcontractor
3 contact information available to neighboring residents and complaint procedures.

4 7. CONTRACTOR shall coach Clients in order to have successful interactions when meeting
5 with potential property managers, and prepare them for placement.

6 8. CONTRACTOR shall work with the WPC Program team to link clients to Peer Mentoring
7 and other Sustainability Services for ongoing support in an effort to further ensure housing
8 sustainability.

9 9. CONTRACTOR shall create and maintain a database of viable and available housing and
10 maintain an inventory of current openings for current and future referrals.

11 10. CONTRACTOR shall create and maintain a database of viable and available social
12 resources such as, but not limited to food banks, vocational rehabilitation, job training, etc.; and
13 maintain an inventory of resources for current and future Client needs and referrals.

14 11. CONTRACTOR’s Housing Navigation and Sustainability Services shall be culturally and
15 linguistically appropriate while focusing on creating housing options for the target population and
16 placing identified Clients into available housing units.

17 12. CONTRACTOR shall coordinate with CalOptima and other WPC Collaborative members
18 to increase integration and data sharing between and among COUNTY’s Behavioral Health Services,
19 CalOptima, hospitals, community clinics, and community providers providing services along the
20 continuum of care for the target population, through the COUNTY’s Homeless Management
21 Information System (HMIS), or other system as designated by ADMINISTRATOR, as applicable and
22 appropriate.

23 13. CONTRACTOR shall participate in joint monthly Housing Navigation and Sustainability
24 collaborative meetings, for case management and other general purposes, with COUNTY and/or
25 CalOptima, as needed.

26 14. CONTRACTOR shall provide resources and training on requirements for the Coordinated
27 Entry System to CONTRACTOR’s subcontractors, with guidance on how to complete all necessary
28 paperwork for access to housing through the Coordinated Entry system, as well as guidance on linking
29 beneficiaries to other homeless services.

30 D. PERFORMANCE OBJECTIVES

31 1. CONTRACTOR shall be required to achieve Performance Objectives, and report
32 Performance Objective data and statistics in monthly programmatic reports in a format provided by or
33 approved by ADMINISTRATOR, as outlined below.

34 a. CONTRACTOR shall monitor and track the total number of contacts with potential
35 landlords or other stakeholders with the goal of increasing housing inventory.

36 1) CONTRACTOR’s tracked information shall include, but not be limited to, date and
37 type of service, contact person, and outcome status.

1 b. CONTRACTOR shall monitor and track the total number of referrals received; number
2 of referrals accepted on a monthly basis, and shall note key information regarding the Client and the
3 Housing Navigation and Sustainability Services provided via manual monthly reporting; in a format
4 provided by or approved by ADMINISTRATOR, until such time as reporting within WPC Connect
5 becomes available, which it the WPC Program’s shared care coordination platform. Such information
6 may include, but is not limited to the following:

- 7 1) Date of Service.
- 8 2) Military status.
- 9 3) Referring agency or individual and recommended services.
- 10 4) Number of days Client has been homeless prior to Housing Navigation and/or
11 Sustainability referral.
- 12 5) Housing placement, once placed.
- 13 6) Type of Voucher, if applicable, and any specific voucher requirements that will
14 need to be re-visited or re-evaluated in the future.
- 15 7) Number of days Client has maintained their housing independent or permanent
16 supportive placement.

17 c. CONTRACTOR shall monitor and track the total number Clients referred for
18 placement and the number who received housing services after referral.

19 d. CONTRACTOR shall monitor and track the type and number of services provided to
20 each Client.

21 e. CONTRACTOR shall track Client note linkage to other Service Providers and Peer
22 Mentors within WPC Connect.

23 f. Housing Navigators will link one hundred percent (100%) of the individuals placed
24 with a peer mentor/housing sustainability services provider to assist Client in sustaining housing
25 placement.

26 g. Housing Sustainability Peer Mentors will ensure that Clients placed in housing retain
27 their housing for six (6) months or longer.

28 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
29 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
30 terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
31 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
32 institution, or religious belief.

33 F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
34 conduct research activity on COUNTY Clients without obtaining prior written authorization from
35 ADMINISTRATOR.

36 G. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
37 welfare of Clients, including but not limited to, serious physical harm to self or others, serious

1 destruction of property, and developments, which may raise liability issues with COUNTY, and shall
2 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
3 quality or accessibility of Client related services provided under this Agreement, as set forth in the
4 Notices Paragraph of the Agreement.

5 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Services Paragraph of this Exhibit A to the Agreement.

7
8 **III. ADMINISTRATOR OBLIGATIONS**

9 A. ADMINISTRATOR shall provide oversight of the WPC Pilot Program, including appropriate
10 program administration, coordination, planning, evaluation, financial, and contract monitoring.

11 B. ADMINISTRATOR shall support and provide direction to WPC Participating Entities, as
12 appropriate, with guidance from the WPC Collaborative regarding dissemination of public information
13 and referral, and review and analysis of data gathered and reported.

14 C. ADMINISTRATOR shall notify CONTRACTOR, immediately upon becoming aware of any
15 amendments, modifications, changes, or updates to the STCs or the WPC Agreement. When available,
16 ADMINISTRATOR shall provide CONTRACTOR with a copy of the STCs and the WPC Agreement,
17 including any written amendments, modifications, changes or updates.

18 D. ADMINISTRATOR shall assist CONTRACTOR by overseeing CONTRACTOR's program
19 to ensure compliance with workload standards and productivity.

20 1. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action
21 plans.

22 2. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&Ps.

23 3. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but
24 not limited to:

25 a. Monthly management meetings with ADMINISTRATOR to discuss contract
26 performance issues including, but not limited to, whether the program is or is not progressing
27 satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve
28 satisfactory progress, compliance with P&P, review of statistics and clinical services.

29 b. Staff training for individuals conducted by ADMINISTRATOR.

30 c. Other staff training as requested by ADMINISTRATOR.

31 E. ADMINISTRATOR agrees that any administrative duty or obligation to be performed pursuant
32 to this Agreement on a weekend or holiday may be performed on the next regular business day.

33 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
34 ADMINISTRATOR Obligations Paragraph of this Exhibit A to the Agreement.

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IV. COMMITTEES/GROUPS

A. The WPC Collaborative shall consist of any community partners, public agencies or departments, and other organizations interested and committed to sharing financial, knowledge, and/or human resources to collectively achieve the desired outcomes of the WPC Pilot Program.

1. A member of the WPC Collaborative may also be a WPC Participating Entity.

2. The WPC Collaborative may elect to continue past the period of the WPC Agreement if all or a portion of the infrastructure and services developed for the WPC Program are continued through other funding mechanisms following the termination of the WPC Agreement on December 31, 2020.

3. The WPC Collaborative shall be responsible for:

a. Development and implementation of all policies and procedures relating to the implementation and monitoring of the WPC Program.

b. Review and analysis of all data gathered and reported for the WPC Program.

c. Participation in the Plan-Do-Study-Act Cycle as required by DHCS.

1) Plan – The components of the WPC Program to be implemented.

2) Do – The implementation of the components of the WPC Program.

3) Study – Reviewing the data and results of the WPC Program components as implemented.

4) Act – Determining what modifications should be made, if any, to the WPC Program components to achieve the desired results

B. A WPC Steering Committee shall be formed by ADMINISTRATOR, and shall remain in place through December 31, 2020.

1. The WPC Steering Committee shall consist of the following members:

a. COUNTY’s Care Coordinator, who shall be the Chairperson

b. One representative from CalOptima

c. One representative from the Hospital Community;

d. One representative from the Clinic Community

e. One representative from COUNTY’s Behavioral Health Services Program

f. One representative from COUNTY’s Public Health Program

g. One representative from COUNTY’s Community Resource Department responsible for the housing programs.

h. One representative from 2-1-1 Orange County

2. COUNTY’s WPC Project Manager shall provide staff support to the WPC Steering Committee.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Committees/Groups Paragraph of this Exhibit A to the Agreement.

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V. PAYMENTS

A. COUNTY shall pay CONTRACTOR,

1. For Housing Navigation Services, pre-placement through placement of WPC enrolled Clients except as specified in Subparagraph V.A.3. below, monthly, in arrears, at a rate of \$528 per Client per month for each Client referred for whom CONTRACTOR has appropriately noted and reported the provision of Housing Navigation Services and supportive services via manual monthly reporting or via WPC Connect; until such time as reporting within WPC Connect becomes available, as reviewed and approved by ADMINISTRATOR.

2. For Housing Sustainability Services, after placement for WPC enrolled Clients except as specified in Subparagraph V.A.3. below, monthly, in arrears, at a rate of \$432 per Client per month for each Client referred for whom CONTRACTOR has appropriately noted and reported the provision of Housing Sustainability Services and supportive services via manual monthly reporting or via WPC Connect; until such time as reporting within WPC Connect becomes available, as reviewed and approved by ADMINISTRATOR.

3. CONTRACTOR shall not overlap billing for Housing Navigation and Housing Sustainability Services during any given month. If Client is placed in housing within the first half of any given month, the month of placement shall be reimbursed at the Housing Sustainability rate. If Client is placed in housing within the last half of any given month, the month of placement shall be reimbursed at the Housing Navigation rate.

B. COUNTY shall pay CONTRACTOR monthly, in arrears, at actual cost per Client, not to exceed \$4,500 per Client, for one-time expenses incurred during move in or residential housing placement.

- 1. One-time expenses may include, but are not limited to the following:
 - a. Housing application fees,
 - b. Deposits to secure housing (first and last month’s rent should be included in housing voucher),
 - c. Deposits required to turn on utilities per utility company(/ies),
 - d. Purchasing a refrigerator,
 - e. Purchasing seating furniture,
 - f. Purchasing a bed,
 - g. Basic housekeeping items. (i.e. linens (bedding, bathing, cleaning related), dish, bowl, cup, utensils, pot/pan, general cleaning supplies), and
 - h. Groceries for the first thirty (30) days will be considered only once other community resources have been exhausted such as food banks, donations, etc.
 - 1) Please note gift certificates for food purchases are not allowed.
 - 2) Grocery purchases shall adhere with D-SNAP, SNAP, NSLP, SBP, CACFP, SFSP, WIC, and/or other federal, state, and local food and nutrition general assistance and voucher programs.

1 3) CONTRACTOR’s Housing Navigators and/or Peer Mentors are to utilize grocery
2 shopping as a life skills training opportunity and accompany Client to aide in making appropriate,
3 nutritional purchases.

4 2. CONTACTRATOR submit all receipts for actual cost reimbursement monthly, per Client,
5 in advance of invoicing for reimbursement, for ADMINISTRATOR review and approval.

6 3. CONTRACTOR shall have a process for and mechanism to track expenditures and assets
7 by Client, for reporting, reclaiming, repurposing, and/or returning to COUNTY, as reviewed and
8 approved by ADMINISTRATOR, and in accordance with this Agreement.

9 C. CONTRACTOR’s invoice shall be on a form approved or supplied by COUNTY and provide
10 such information as is required by ADMINISTRATOR. Invoices are due the fifteenth (15th) calendar
11 day of the month. Invoices received after the due date may not be paid within the same month.
12 Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar
13 days after receipt of the correctly completed invoice form.

14 D. CONTRACTOR agrees that all billings to COUNTY shall be supported, at CONTRACTOR’s
15 facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices,
16 bank statements, canceled checks, receipts, receiving records, and records of service provided, which
17 shall be made available for COUNTY to review at their option.

18 E. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
19 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
20 of service for which payment is claimed. Any apportionment of or distribution of costs, including
21 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
22 be made in accordance with GAAP regulations. A record of all invoices rendered and revenues received
23 from any source, on behalf of Clients served pursuant to this Agreement, must be reflected in
24 CONTRACTOR’s financial records.

25 F. CONTRACTOR agrees that ADMINISTRATOR may withhold or delay any payment due to
26 CONTRACTOR, if CONTRACTOR fails to comply with any provision of the Agreement.

27 G. CONTRACTOR shall not claim reimbursement for any unauthorized services or services
28 provided beyond the expiration and/or termination of the Agreement, except as otherwise provided
29 under the Agreement.

30 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
31 Payments Paragraph of this Exhibit A to the Agreement.

32
33 **VI. REPORTS**

34 A. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
35 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
36 no later than fifteen (15) calendar days following the end of the month being reported. CONTRACTOR
37 shall submit, on forms provided or approved by ADMINISTRATOR and/or input information into

1 ADMINISTRATOR's WPC Connect platform or other ADMINISTRATOR designated data system,
 2 monthly programmatic reports concerning CONTRACTOR's activities as they relate to this Agreement.
 3 CONTRACTOR shall be prepared to present and discuss their programmatic reports at scheduled
 4 meetings with ADMINISTRATOR and shall state whether or not they are progressing satisfactorily in
 5 achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve
 6 satisfactory progress.

7 B. ADDITIONAL REPORTS – CONTRACTOR shall submit, on forms provided or approved by
 8 ADMINISTRATOR, any additional programmatic reports, as requested by ADMINISTRATOR or
 9 DHCS, concerning CONTRACTOR's activities as they relate to the Agreement. ADMINISTRATOR
 10 will be specific as to the nature of the information requested and allow thirty (30) calendar days for
 11 CONTRACTOR to respond, unless deadlines imposed by regulatory bodies dictate otherwise.

12 C. CONTRACTOR must request in writing any extensions to the due date of the monthly required
 13 report(s). If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
 14 than five (5) calendar days.

15 D. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
 16 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
 17 incidents shall include, but are not limited to, suicide or attempted suicide, elopement or absence
 18 without leave, serious injury, death, criminal behavior including arrests with or without conviction,
 19 positive test results for substance abuse from urine screenings, or any other incident which may expose
 20 COUNTY or CONTRACTOR to liability.

21 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 22 Reports Paragraph of this Exhibit A to the Agreement.

23

24 **VII. STAFFING**

25 A. CONTRACTOR shall ensure that it has appropriate levels of staff to provide Housing
 26 Navigation and Sustainability Services to Non-Behavioral Involved Clients as required under this
 27 Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week.

28 B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 29 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained,
 30 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with
 31 non-bilingual staff.

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

D. Student Interns and Volunteers

1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

a. CONTRACTOR shall meet minimum requirements for supervision of each student intern and volunteer as required by the State Licensing Board, school program descriptions, respective job descriptions, or work and/or volunteer contracts.

b. Student intern and volunteer services shall not comprise more than twenty percent (20%) of total services provided.

E. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement. CONTRACTOR's notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary FTE changes, and temporary staffing assignments that occur during the term of the Agreement.

G. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all ADMINISTRATOR and CONTRACTOR P&Ps related to the services provided under the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.

H. CONTRACTOR shall maintain personnel files for each staff member, volunteer, and intern, including the Program Director and other administrative positions, which shall include, but not be limited to, an application for employment, job description, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate, evaluations justifying pay increases in accordance with the position they have held and hold for the provision of services under this Agreement.

I. CONTRACTOR shall develop a training curriculum and procedures for new Housing Navigators. The curriculum shall include ongoing plans for supervision and support for Housing Navigators.

1. CONTRACTOR shall conduct or facilitate required trainings for the Housing Navigation and Sustainability Services staff and shall develop and provide training protocol and/or informational materials and updates as requested by ADMINISTRATOR. CONTRACTOR's training shall include, but may not be limited to, the following:

a. Policies, procedures and/or guidelines outlining the roles, expectations, and responsibilities for the Housing Navigation and Sustainability Services staff,

b. Referral guidelines for Housing Navigation and Sustainability Services,

c. Orientation to Recovery Principles,

d. COUNTY and COUNTY-contracted community resources,

- e. Strategies for self-care and prevention of burn-out,
- f. Data collection, tracking, and reporting requirements, and
- g. Performance outcome measures.

2. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to providing services to Clients associated with their titles and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

J. CONTRACTOR’s Housing Navigation and Sustainability Program Supervisor shall directly supervise the Navigators.

1. CONTRACTOR’s Housing Navigation and Sustainability Program Supervisor, in addition to being responsible for ensuring all services identified in this Exhibit A to the Agreement are provided, CONTRACTOR’s Housing Navigation and Sustainability Program Supervisor responsibilities shall also include, but not be limited to the following:

- a. Implementation, supervision and tracking outcomes of housing navigation activities and interventions,
- b. Maintain ongoing communication with appropriate stakeholders on needs assessments, and efficient delivery of services,
- c. Research, evaluate, and implement Best Practices as they relate to Housing Navigation and Sustainability Services and ensure the program continues to progress towards achieving positive outcomes,
- d. Submittal of monthly data to ADMINISTRATOR with verification that outcome data is correct,
- e. Development of all P&Ps regarding the Housing Navigation and Sustainability program,
- f. Fiscal and programmatic management of the Housing Navigation and Sustainability operating budget,
- g. Develop and coordinate In-service training of staff, both initially and ongoing, on topics related to Recovery, field-based services, and
- h. Maintain ongoing communication with ADMINISTRATOR in regards to program.

K. CONTRACTOR’s Housing Navigation and Sustainability Program Supervisor shall seek input from Clients and other community service providers for ongoing program development.

L. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings.

M. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to

1 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and
2 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,
3 the following:

- 4 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 5 to this program
- 6 2. Maximize the use of the allocated funds
- 7 3. Ensure timely and accurate reporting of monthly expenditures
- 8 4. Maintain appropriate staffing levels
- 9 5. Request budget and/or staffing modifications to the Agreement
- 10 6. Effectively communicate and monitor the program for its success
- 11 7. Track and report expenditures electronically
- 12 8. Maintain electronic and telephone communication between key staff and the

13 ADMINISTRATOR

- 14 9. Act quickly to identify and resolve problems.

15 N. CONTRACTOR shall maintain an active and on-going minimum caseload of at least twelve
16 (12) unduplicated Clients throughout the term of the Agreement, unless otherwise approved by
17 ADMINISTRATOR.

18 O. CONTRACTOR shall not refuse Client referrals unless otherwise approved by
19 ADMINISTRATOR.

20 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
21 Staffing Paragraph of this Exhibit A to the Agreement.

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1 EXHIBIT B
2 AGREEMENT FOR PROVISION OF
3 HOUSING NAVIGATION AND SUSTAINABILITY SERVICES
4 FOR NON-BEHAVIORAL HEALTH INVOLVED CLIENTS
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 «CONTRACTOR_NAME», «DBA_NAME»
9 FEBRUARY 26, 2020 THROUGH DECEMBER 31, 2020

10
11 **I. INFORMATION PRIVACY and SECURITY REQUIREMENTS**

12 A. This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act
13 Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security
14 requirements CONTRACTOR is obligated to follow with respect to all personal and confidential
15 information (as defined herein) disclosed to CONTRACTOR, or collected, created, maintained, stored,
16 transmitted or used by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's
17 agreement with COUNTY. (Such personal and confidential information is referred to herein collectively
18 as "COUNTY PCI".) COUNTY and CONTRACTOR desire to protect the privacy and provide for the
19 security of COUNTY PCI pursuant to this Exhibit and in compliance with state and federal laws
20 applicable to the COUNTY PCI.

21 1. Order of Precedence: With respect to information privacy and security requirements for all
22 COUNTY PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms
23 or conditions set forth in any other part of the agreement between CONTRACTOR and COUNTY,
24 including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail
25 over any such conflicting terms or conditions.

26 2. Effect on lower tier transactions: The terms of this Exhibit shall apply to all subcontracts,
27 and the information privacy and security requirements CONTRACTOR is obligated to follow with
28 respect to COUNTY PCI disclosed to CONTRACTOR, or collected, created, maintained, stored,
29 transmitted or used by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's
30 agreement with COUNTY. When applicable the CONTRACTOR shall incorporate the relevant
31 provisions of this Exhibit into each subcontract or to its agents, subcontractors, or independent
32 consultants.

33
34 **II. DEFINITIONS**

35 A. For purposes of the agreement between CONTRACTOR and COUNTY, including this Exhibit,
36 the following definitions shall apply:

37 //

- 1 1. "Breach" means
 - 2 a. the unauthorized acquisition, access, use, or disclosure of COUNTY PCI in a manner
 - 3 which compromises the security, confidentiality or integrity of the information; or
 - 4 b. the same as the definition of "breach of the security of the system" set forth in
 - 5 California Civil Code section 1798.29(f).
- 6 2. "Confidential information" means information that:
 - 7 a. does not meet the definition of "public records" set forth in California Government
 - 8 Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq.
 - 9 of the California Government Code or any other applicable state or federal laws; or
 - 10 b. is contained in documents, files, folders, books or records that are clearly labeled,
 - 11 marked or designated with the word "confidential" by COUNTY.
- 12 3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner
- 13 of information outside the entity holding the information.
- 14 4. "PCI" means "personal information" and "confidential information" (as these terms are
- 15 defined herein:
- 16 5. "Personal information" means information, in any medium (paper, electronic, oral) that:
 - 17 a. directly or indirectly collectively identifies or uniquely describes an individual; or
 - 18 b. could be used in combination with other information to indirectly identify or uniquely
 - 19 describe an individual, or link an individual to the other information; or
 - 20 c. meets the definition of "personal information" set forth in California Civil Code section
 - 21 1798.3, subdivision (a) or
 - 22 d. is one of the data elements set forth in California Civil Code section 1798.29,
 - 23 subdivision (g)(1) or (g)(2); or
 - 24 e. meets the definition of "medical information" set forth in either California Civil Code
 - 25 section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision U); or
 - 26 f. meets the definition of "health insurance information" set forth in California Civil Code
 - 27 section 1798.29, subdivision (h)(3); or
 - 28 g. is protected from disclosure under applicable state or federal law.
- 29 6. "Security Incident" means:
 - 30 a. an attempted breach; or
 - 31 b. the attempted or successful unauthorized access or disclosure, modification or
 - 32 destruction of COUNTY PCI, in violation of any state or federal law or in a manner not permitted under
 - 33 the agreement between CONTRACTOR and COUNTY, including this Exhibit; or
 - 34 c. the attempted or successful modification or destruction of, or interference with,
 - 35 CONTRACTOR's system operations in an information technology system, that negatively impacts the
 - 36 confidentiality, availability or integrity of COUNTY PCI; or
 - 37 //

1 d. any event that is reasonably believed to have compromised the confidentiality,
2 integrity, or availability of an information asset, system, process, data storage, or transmission.
3 Furthermore, an information security incident may also include an event that constitutes a violation or
4 imminent threat of violation of information security policies or procedures, including acceptable use
5 policies.

6 7. "Use" means the sharing, employment, application, utilization, examination, or analysis of
7 information.

8
9 **III. DISCLOSURE RESTRICTIONS**

10 CONTRACTOR and its employees, agents, and subcontractors shall protect from unauthorized
11 disclosure any COUNTY PCI. CONTRACTOR shall not disclose, except as otherwise specifically
12 permitted by the agreement between CONTRACTOR and COUNTY (including this Exhibit), any
13 COUNTY PCI to anyone other than COUNTY personnel or programs without prior written
14 authorization from the COUNTY Program Contract Manager, except if disclosure is required by State or
15 Federal law.

16
17 **IV. USE RESTRICTIONS**

18 CONTRACTOR and its employees, agents, and subcontractors shall not use any COUNTY PCI for
19 any purpose other than performing the CONTRACTOR's obligations under its agreement with
20 COUNTY.

21
22 **V. SAFEGUARDS**

23 CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably
24 and appropriately protect the privacy, confidentiality, security, integrity, and availability of COUNTY
25 PCI, including electronic or computerized COUNTY PCI. At each location where COUNTY PCI exists
26 under CONTRACTOR's control, the CONTRACTOR shall develop and maintain a written information
27 privacy and security program that includes administrative, technical and physical safeguards appropriate
28 to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities
29 in performing its agreement with COUNTY, including this Exhibit, and which incorporates the
30 requirements of Section VII, Security, below. CONTRACTOR shall provide COUNTY with
31 CONTRACTOR's current and updated policies within five (5) business days of a request by COUNTY
32 for the policies.

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VI. SECURITY

CONTRACTOR shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing COUNTY PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the CONTRACTOR Data Security Standards set forth in Attachment 1 to this Exhibit.

VII. SECURITY OFFICER

At each place where COUNTY PCI is located, the CONTRACTOR shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with ADMINISTRATOR on matters concerning this Exhibit.

VIII. TRAINING

A. CONTRACTOR shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of CONTRACTOR's obligations under CONTRACTOR's agreement with COUNTY, including this Exhibit, or otherwise use or disclose COUNTY PCI.

1. The CONTRACTOR shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

2. The CONTRACTOR shall retain each employee's certifications for COUNTY inspection for a period of three years following contract termination or completion.

3. CONTRACTOR shall provide ADMINISTRATOR with its employee's certifications within five (5) business days of a request by ADMINISTRATOR for the employee's certifications.

IX. EMPLOYEE DISCIPLINE

CONTRACTOR shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other CONTRACTOR workforce members under CONTRACTOR's direct control who intentionally or negligently violate any provisions of this Exhibit.

X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES

A. Notification to COUNTY of Breach or Security Incident: The CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to COUNTY immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the ADMINSTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the

1 contact information listed in Section X.F., below. If the breach or security incident is discovered after
2 business hours or on a weekend or holiday and involves COUNTY PCI in electronic or computerized
3 form, notification to COUNTY shall be provided by calling ADMINISTRATOR Information Security
4 Office at the telephone numbers listed in Section X.F., below. For purposes of this Section, breaches
5 and security incidents shall be treated as discovered by CONTRACTOR as of the first day on which
6 such breach or security incident is known to the CONTRACTOR, or, by exercising reasonable diligence
7 would have been known to the CONTRACTOR. CONTRACTOR shall be deemed to have knowledge
8 of a breach if such breach is known, or by exercising reasonable diligence would have been known, to
9 any person, other than the person committing the breach, who is an employee or agent of the
10 CONTRACTOR. CONTRACTOR shall take:

11 1. prompt corrective action to mitigate any risks or damages involved with the breach or
12 security incident and to protect the operating environment; and

13 2. any action pertaining to a breach required by applicable federal and state laws, including,
14 specifically, California Civil Code section 1798.29.

15 B. Investigation of Breach and Security Incidents: CONTRACTOR shall immediately investigate
16 such breach or security incident. As soon as the information is known and subject to the legitimate needs
17 of law enforcement, CONTRACTOR shall inform ADMINISTRATOR, ADMINISTRATOR Privacy
18 Officer, and the ADMINISTRATOR Information Security Officer of:

19 1. what data elements were involved and the extent of the data disclosure or access involved
20 in the breach, including, specifically, the number of individuals whose personal information was
21 breached;

22 2. a description of the unauthorized persons known or reasonably believed to have improperly
23 used the COUNTY PCI and/or a description of the unauthorized persons known or reasonably believed
24 to have improperly accessed or acquired the COUNTY PCI, or to whom it is known or reasonably
25 believed to have had the COUNTY PCI improperly disclosed to them;

26 3. a description of where the COUNTY PCI is believed to have been improperly used or
27 disclosed;

28 4. a description of the probable and proximate causes of the breach or security incident; and

29 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual
30 notifications of breaches have been triggered.

31 C. Written Report: CONTRACTOR shall provide a written report of the investigation to the
32 ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information
33 Security Officer as soon as practicable after the discovery of the breach or security incident. The report
34 shall include, but not be limited to, the information specified above, as well as a complete, detailed
35 corrective action plan, including information on measures that were taken to halt and/or contain the
36 breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of
37 data regarding such breach or security incident.

1 D. Notification to Individuals: If notification to individuals whose information was breached is
2 required under state or federal law, and regardless of whether CONTRACTOR is considered only a
3 custodian and/or non-owner of the COUNTY PCI, CONTRACTOR shall, at its sole expense, and at the
4 sole election of COUNTY, either:

5 1. make notification to the individuals affected by the breach (including substitute
6 notification), pursuant to the content and timeliness provisions of such applicable state or federal breach
7 notice laws. CONTRACTOR shall inform the COUNTY Privacy Officer of the time, manner and
8 content of any such notifications, prior to the transmission of such notifications to the individuals; or

9 2. cooperate with and assist COUNTY in its notification (including substitute notification) to
10 the individuals affected by the breach.

11 E. Submission of Sample Notification to Attorney General: If notification to more than 500
12 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether
13 CONTRACTOR is considered only a custodian and/or non-owner of the COUNTY PCI,
14 CONTRACTOR shall, at its sole expense, and at the sole election of COUNTY, either:

15 1. electronically submit a single sample copy of the security breach notification, excluding
16 any personally identifiable information, to the Attorney General pursuant to the format, content, and
17 timeliness provisions of Section 1798.29, subdivision (e). CONTRACTOR shall inform
18 ADMINISTRATOR Privacy Officer of the time, manner, and content of any such submissions, prior to
19 the transmission of such submissions to the Attorney General; or

20 2. cooperate with and assist COUNTY in its submission of a sample copy of the notification
21 to the Attorney General.

22 F. COUNTY Contact Information: To direct communications to the above referenced COUNTY
23 staff, CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make
24 changes to the contact information below by verbal or written notice to CONTRACTOR. Said changes
25 shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

26
27 ADMINISTRATOR Program Manager
28 County of Orange
29 Health Care Agency
30 405 W. Santa Ana Boulevard, Suite 458
31 Santa Ana, California 92701
32 Attention: Cheryl Meronk
33 E-mail: cmeronk@ochca.com
34 Telephone: (714) 834-4099

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1 ADMINISTRATOR Contract Manager
 2 County of Orange
 3 Health Care Agency
 4 405 W. 5th Street, Suite 600
 5 Santa Ana, California 92701
 6 Attention: Nicole LeMaire
 7 E-mail: nlemaire@ochca.com
 8 Telephone: (714) 834-7603

10 ADMINISTRATOR Privacy Officer
 11 County of Orange
 12 Orange County Information Technology (OCIT)
 13 1055 N. Main Street
 14 Santa Ana, California 92701
 15 Attention: Linda Le
 16 E-mail: linda.le@ocit.ocgov.com
 17 Telephone: (714) 834-4082

19 ADMINISTRATOR Information Security Officer
 20 County of Orange
 21 Health Care Agency
 22 200 W. 5th Street
 23 Santa Ana, California 92701
 24 Attention: David Castellanos
 25 E-mail: dcastellanos@ochca.com
 26 Telephone: (714) 834-3433

28 **XI. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING**

29 CONTRACTOR shall document and make available to COUNTY or (at the direction of COUNTY)
 30 to an Individual such disclosures of COUNTY PCI, and information related to such disclosures,
 31 necessary to respond to a proper request by the subject Individual for an accounting of disclosures of
 32 personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

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XII. REQUEST FOR COUNTY PCI BY THIRD PARTIES

CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the COUNTY Program Contract Manager all requests for disclosure of any COUNTY PCI requested by third parties to the agreement between CONTRACTOR and COUNTY (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIII. AUDITS

Inspection and Enforcement COUNTY may inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this Exhibit. CONTRACTOR shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the COUNTY Program Contract Manager in writing.

XIV. RETURN OR DESTRUCTION OF COUNTY PCI ON EXPIRATION OR TERMINATION

A. Upon expiration or termination of the agreement between CONTRACTOR and COUNTY for any reason, CONTRACTOR shall securely return or destroy the COUNTY PCI. If return or destruction is not feasible, CONTRACTOR shall provide a written explanation to ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in Section X.F., above.

B. Retention Required by Law: If required by state or federal law, CONTRACTOR may retain, after expiration or termination, COUNTY PCI for the time specified as necessary to comply with the law.

C. Obligations Continue Until Return or Destruction: CONTRACTOR's obligations under this Exhibit shall continue until CONTRACTOR returns or destroys COUNTY PCI to COUNTY; provided however, that on expiration or termination of the agreement between CONTRACTOR and COUNTY, CONTRACTOR shall not further use or disclose the COUNTY PCI except as required by state or federal law.

D. Notification of Election to Destroy COUNTY PCI: If CONTRACTOR elects to destroy the COUNTY PCI, CONTRACTOR shall certify in writing, to ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in Section X.F., above, that the COUNTY PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XV. AMENDMENT

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure

1 compliance with such laws. The parties specifically agree to take such action as is necessary to
2 implement new standards and requirements imposed by regulations and other applicable laws relating to
3 the security or privacy of COUNTY PCI. The parties agree to promptly enter into negotiations
4 concerning an amendment to this Exhibit consistent with new standards and requirements imposed by
5 applicable laws and regulations.

6
7 **XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

8 CONTRACTOR shall make itself and any subcontractors, workforce employees or agents assisting
9 CONTRACTOR in the performance of its obligations under the agreement between CONTRACTOR
10 and COUNTY, available to ADMINISTRATOR at no cost to COUNTY to testify as witnesses, in the
11 event of litigation or administrative proceedings being commenced against COUNTY, its director,
12 officers or employees based upon claimed violation of laws relating to security and privacy, which
13 involves inactions or actions by the CONTRACTOR, except where CONTRACTOR or its
14 subcontractor, workforce employee or agent is a named adverse party.

15
16 **XVII. NO THIRD PARTY BENEFICIARIES**

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

20
21 **XVIII. INTERPRETATION**

22 The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement
23 and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms
24 and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent
25 with federal and state laws and regulations.

26
27 **XIX. SURVIVAL**

28 If CONTRACTOR does not return or destroy the COUNTY PCI upon the completion or
29 termination of the Agreement, the respective rights and obligations of CONTRACTOR under Sections
30 V, VI, and X of this Exhibit shall survive the completion or termination of the agreement between
31 CONTRACTOR and COUNTY.

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1 ATTACHMENT 1
2 TO EXHIBIT B
3 AGREEMENT FOR PROVISION OF
4 HOUSING NAVIGATION AND SUSTAINABILITY SERVICES
5 FOR NON-BEHAVIORAL HEALTH INVOLVED CLIENTS
6 BETWEEN
7 COUNTY OF ORANGE
8 AND
9 «CONTRACTOR_NAME», «DBA_NAME»
10 FEBRUARY 26, 2020 THROUGH DECEMBER 31, 2020
11

12 **I. CONTRACTOR DATA SECURITY STANDARDS**

13 A. General Security Controls

14 1. Confidentiality Statement. All persons that will be working with COUNTY PCI must sign a
15 confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy
16 safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
17 workforce member prior to access to COUNTY PCI. The statement must be renewed annually. The
18 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for
19 a period of three (3) years following contract termination.

20 2. Background check. Before a member of the CONTRACTOR's workforce may access
21 COUNTY PCI, CONTRACTOR must conduct a thorough background check of that worker and
22 evaluate the results to assure that there is no indication that the worker may present a risk for theft of
23 confidential data. The CONTRACTOR shall retain each workforce member's background check
24 documentation for a period of three (3) years following contract termination.

25 3. Workstation/Laptop encryption. All workstations and laptops that process and/or store
26 COUNTY PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption
27 Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved
28 by the COUNTY Information Security Office.

29 4. Server Security. Servers containing unencrypted COUNTY PCI must have sufficient
30 administrative, physical, and technical controls in place to protect that data, based upon a risk
31 assessment/system security review.

32 5. Minimum Necessary. Only the minimum necessary amount of COUNTY PCI required to
33 perform necessary business functions may be copied, downloaded, or exported.

34 6. Removable media devices. All electronic files that contain COUNTY PCI data must be
35 encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies,
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1 CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such
2 as Advanced Encryption Standard (AES), with a 128bit key or higher.

3 7. Antivirus software. All workstations, laptops and other systems that process and/or store
4 COUNTY PCI must install and actively use a comprehensive anti-virus software solution with
5 automatic updates scheduled at least daily.

6 8. Patch Management. All workstations, laptops and other systems that process and/or store
7 COUNTY PCI must have operating system and application security patches applied, with system reboot
8 if necessary. There must be a documented patch management process which determines installation
9 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable
10 patches must be installed within thirty (30) calendar days of vendor release.

11 9. User IDs and Password Controls. All users must be issued a unique user name for accessing
12 COUNTY PCI. Username must be promptly disabled, deleted, or the password changed upon the
13 transfer or termination of an employee with knowledge of the password. Passwords are not to be shared.
14 Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format
15 on the computer. Must be changed every sixty (60) calendar days. Must be changed if revealed or
16 compromised. Must be composed of characters from at least three of the following four groups from the
17 standard keyboard:

- 18 a. Upper case letters (A-Z)
- 19 b. Lower case letters (a-z)
- 20 c. Arabic numerals (0-9)
- 21 d. Non-alphanumeric characters (punctuation symbols)

22 10. Data Sanitization. All COUNTY PCI must be sanitized using NIST Special Publication
23 800-88 standard methods for data sanitization when the COUNTY PCI is no longer needed.

24 B. System Security Controls

25 1. System Timeout. The system must provide an automatic timeout, requiring reauthentication
26 of the user session after no more than twenty (20) minutes of inactivity.

27 2. Warning Banners. All systems containing COUNTY PCI must display a warning banner
28 each time a user attempts access, stating that data is confidential, systems are logged, and system use is
29 for business purposes only. User must be directed to log off the system if they do not agree with these
30 requirements.

31 3. System Logging. The system must maintain an automated audit trail which can identify the
32 user or system process which initiates a request for COUNTY PCI, or which alters COUNTY PCI. The
33 audit trail must be date and time stamped, must log both successful and failed accesses, must be read
34 only, and must be restricted to authorized users. This logging must be included for all user privilege
35 levels including, but not limited to, systems administrators. If COUNTY PCI is stored in a database,
36 database logging functionality must be enabled. Audit trail data must be archived for at least three (3)
37 years after occurrence.

1 4. Access Controls. The system must use role based access controls for all user
2 authentications, enforcing the principle of least privilege.

3 5. Transmission encryption. All data transmissions of COUNTY PCI outside the contractor's
4 secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced
5 Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network
6 level, or the data files containing COUNTY PCI can be encrypted. This requirement pertains to any type
7 of COUNTY PCI in motion such as website access, file transfer, and E-Mail.

8 6. Intrusion Detection. All systems involved in accessing, holding, transporting, and
9 protecting COUNTY PCI that are accessible via the Internet must be protected by a comprehensive
10 intrusion detection and prevention solution.

11 C. Audit Controls

12 1. System Security Review. All systems processing and/or storing COUNTY PCI must have
13 at least an annual system risk assessment/security review which provides assurance that administrative,
14 physical, and technical controls are functioning effectively and providing adequate levels of protection.
15 Reviews shall include vulnerability scanning tools.

16 2. Log Reviews. All systems processing and/or storing COUNTY PCI must have a routine
17 procedure in place to review system logs for unauthorized access.

18 3. Change Control. All systems processing and/or storing COUNTY PCI must have a
19 documented change control procedure that ensures separation of duties and protects the confidentiality,
20 integrity and availability of data.

21 D. Business Continuity/ Disaster Recovery Controls

22 1. Disaster Recovery. CONTRACTOR must establish a documented plan to enable
23 continuation of critical business processes and protection of the security of electronic COUNTY PCI in
24 the event of an emergency. Emergency means any circumstance or situation that causes normal
25 computer operations to become unavailable for use in performing the work required under this
26 agreement for more than twenty-four (24) hours.

27 2. Data Backup Plan. CONTRACTOR must have established documented procedures to
28 securely backup COUNTY PCI to maintain retrievable exact copies of COUNTY PCI. The backups
29 shall be encrypted. The plan must include a regular schedule for making backups, storing backups
30 offsite, an inventory of backup media, and the amount of time to restore COUNTY PCI should it be lost.
31 At a minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY
32 data.

33 E. Paper Document Controls

34 1. Supervision of Data. COUNTY PCI in paper form shall not be left unattended at any time,
35 unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not
36 being observed by an employee authorized to access the information. COUNTY PCI in paper form shall
37 //

1 not be left unattended at any time in vehicles or planes and shall not be checked in baggage on
2 commercial airplanes.

3 2. Escorting Visitors. Visitors to areas where COUNTY PCI is contained shall be escorted and
4 COUNTY PHI shall be kept out of sight while visitors are in the area.

5 3. Confidential Destruction. COUNTY PCI must be disposed of through confidential means,
6 using NIST Special Publication 800-88 standard methods for data sanitization when the COUNTY PSCI
7 is no longer needed.

8 4. Removal of Data. COUNTY PCI must not be removed from the premises of the
9 CONTRACTOR except with express written permission of COUNTY.

10 5. Faxing. Faxes containing COUNTY PCI shall not be left unattended and fax machines shall
11 be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in
12 error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

13 6. Mailing. COUNTY PCI shall only be mailed using secure methods. Large volume mailings
14 of COUNTY PHI shall be by a secure, bonded courier with signature required on receipt. Disks and
15 other transportable media sent through the mail must be encrypted with a COUNTY approved solution,
16 such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING
17 INITIATIVE.

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