

1 CONTRACT FOR PROVISION OF
 2 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 7 NOVEMBER 2, 2021 THROUGH SEPTEMBER 30, 2023
 8

9 THIS CONTRACT entered into this November 2, 2021 (effective date), is by and between the
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Multi-Ethnic
 11 Collaborative of Community Agencies, a California nonprofit corporation (CONTRACTOR). COUNTY
 12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
 13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency
 14 or an authorized designee ("ADMINISTRATOR").
 15

16 WITNESSETH:
 17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
 19 Outreach, Engagement, and Grant Support Services described herein to the residents of Orange County;
 20 and

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

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

25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
 26 Outreach, Engagement, and Grant Support Services; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: November 2, 2021 – September 30, 2023

Maximum Obligation: \$15,300,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 06-387-1267

CONTRACTOR TAX ID Number: 27-1348840

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: Multi-Ethnic
Collaborative of Community Agencies
1505 17th St., Ste. 123
Santa Ana, CA 92705

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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 Contract:

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3		
4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HMIS	Homeless Management Information System
26	V. HSC	California Health and Safety Code
27	W. HUD	U.S. Department of Housing and Urban Development
28	X. MH	Mental Health
29	Y. MHSA	Mental Health Services Act
30	Z. OCR	Federal Office for Civil Rights
31	AA. OIG	Federal Office of Inspector General
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policy and Procedure
35	AE. PA DSS	Payment Application Data Security Standard
36	AF. PATH	Projects for Assistance in Transition from Homelessness
37	AG. PC	California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standards
2	AI. PHI	Protected Health Information
3	AJ. PII	Personally Identifiable Information
4	AK. PRA	California Public Records Act
5	AL. PSC	Professional Services Contract System
6	AM. SIR	Self-Insured Retention
7	AN. SMA	Statewide Maximum Allowable (rate)
8	AO. SOW	Scope of Work
9	AP. UOS	Units of Service
10	AQ. USC	United States Code
11	AR. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

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

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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37 //

1 1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply
3 with in relation to Covered Individuals performing services under this Contract.

4 2. CONTRACTOR has the option to develop and provide, or make available to,
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract
9 prior to implementation. These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24 4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing
31 required elements and CONTRACTOR shall revise its Compliance Program to meet
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
35 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
36 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance
37 Program and contact information for the ADMINISTRATOR's Compliance Program.

1 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
2 Compliance Training available to Covered Individuals.

3 1. CONTRACTORS that have acknowledged that they will comply with
4 ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all
5 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one
6 (1) designated representative to complete ADMINISTRATOR's General Compliance Training when
7 offered.

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

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

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

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

17 C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
18 Provider Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
20 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS
21 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory
22 agencies.

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

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

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

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

32 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
33 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the
34 Contract.

35 **V. CONFIDENTIALITY**

36 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
37 audio and/or video recordings, in accordance with all applicable federal, state and county codes and

1 regulations, as they now exist or may hereafter be amended or changed.

2 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
3 are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be
4 necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange
5 information regarding specific Participants with COUNTY or other providers of related services
6 contracting with COUNTY.

7 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
8 consents for the release of information from all persons served by CONTRACTOR pursuant to this
9 Contract.

10 3. In the event of a collaborative service agreement between providers, CONTRACTOR
11 acknowledges and agrees that it is responsible for obtaining releases of information, from the
12 collaborative agency, for Participants receiving services through the collaborative agreement.

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

20 21 **VI. CONFLICT OF INTEREST**

22 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
23 that could result in a conflict with COUNTY interests. This obligation shall also apply to
24 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
25 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
26 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
27 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
28 other considerations which could be deemed to influence or appear to influence COUNTY staff or
29 elected officers in the performance of their duties.

30 31 **VII. CORRECTIVE ACTION PLAN**

32 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
33 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
34 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
35 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
36 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the
37 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the

1 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
2 material breach and be grounds for termination of this Contract.

3 4 **VIII. COST REPORT**

5 A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days
6 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
7 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
8 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between
9 programs, cost centers, services, and funding sources in accordance with such requirements and
10 consistent with prudent business practice, which costs and allocations shall be supported by source
11 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
12 reasonable notice.

13 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
14 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
15 following:

16 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each
17 business day after the above specified due date that the accurate and complete Cost Report is not
18 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
19 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
20 CONTRACTOR.

21 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
22 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
23 accurate and complete Cost Report is delivered to ADMINISTRATOR.

24 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
25 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
26 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

27 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
28 within one hundred and eighty (180) calendar days following the termination of this Contract, and
29 CONTRACTOR has not entered into a subsequent or new Contract for any other services with
30 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall
31 be immediately reimbursed to COUNTY.

32 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
33 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
34 shall document that costs are reasonable and allowable and directly or indirectly related to the services
35 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
36 any.

37 //

1 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 2 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
 3 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim
 4 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
 5 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
 6 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
 7 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
 8 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
 9 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

10 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
 11 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
 12 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
 13 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
 14 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
 15 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
 16 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

17 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
 18 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
 19 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
 20 payment does not exceed the Maximum Obligation of COUNTY.

21 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
 22 attached to the Cost Report:

23
 24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 25 supporting documentation prepared by _____ for the cost report period
 26 beginning _____ and ending _____ and that, to the best of my
 27 knowledge and belief, costs reimbursed through this Contract are reasonable and
 28 allowable and directly or indirectly related to the services provided and that this Cost
 29 Report is a true, correct, and complete statement from the books and records of
 30 (provider name) in accordance with applicable instructions, except as noted. I also
 31 hereby certify that I have the authority to execute the accompanying Cost Report.

32
 33 Signed _____
 34 Name _____
 35 Title _____
 36 Date _____"

1 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

3 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
4 voluntarily excluded, or placed on any such lists, by any federal department or agency.

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

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

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

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

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

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

26
27 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
34 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new
35 owners shall be required under the terms of sale or such other instruments of transfer for the assignment
36 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the
37 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
2 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
4 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,
5 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
6 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
7 shall be void.

8 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change
9 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in
10 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month
11 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is
12 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been
13 so designated by the Federal Government.

14 2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in
15 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of
16 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a
17 sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing
18 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

19 3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any
20 change to another structure, including a change in more than fifty percent (50%) of the composition of
21 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month
22 period of time, shall be deemed an assignment for purposes of this paragraph.

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

27 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out
28 by means of subcontracts, provided such subcontractors are approved in advance by
29 ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity
30 under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in
31 writing by ADMINISTRATOR prior to the beginning of service delivery.

32 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
33 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
34 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
35 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

36 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
37 pursuant to this Contract.

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

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

6 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
7 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in
8 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to
9 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as
10 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during
11 the period of Contract performance.

12 **XI. DISPUTE RESOLUTION**

14 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
15 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
16 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
17 brought to the attention of the County Purchasing Agent by way of the following process:

18 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
19 decision regarding the disposition of any dispute between the Parties arising under, related to, or
20 involving this Contract.

21 2. CONTRACTOR's written demand shall be fully supported by factual information, and
22 shall include with the demand a written statement signed by an authorized representative indicating that
23 the demand is made in good faith, that the supporting data are accurate and complete. If such demand
24 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the
25 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes
26 COUNTY is liable.

27 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
28 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
29 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a
30 material breach and be grounds for termination of this Contract.

31 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
32 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision
33 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
34 decision adverse to CONTRACTOR's contentions.

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
2 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
3 agree to waive any and all rights to request that an action be transferred for adjudication to another
4 county.

6 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **XIII. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
19 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
20 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
21 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
22 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
23 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
24 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
25 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
26 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
27 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
28 according to GAAP.

29 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
30 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
31 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
32 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
33 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
34 purchased asset in an Equipment inventory.

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
37 //

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

3 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
4 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
5 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
6 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
7 any.

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

11 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
12 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
13 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
14 Equipment are moved from one location to another or returned to COUNTY as surplus.

15 G. Unless this Contract is followed without interruption by another Contract between the Parties
16 for substantially the same type and scope of services, at the termination of this Contract for any cause,
17 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
18 Contract.

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

21 22 **XIV. FACILITIES, PAYMENTS AND SERVICES**

23 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
24 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
25 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
26 minimum number and type of staff which meet applicable federal and state requirements, and which are
27 necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY
28 immediately and be approved in writing by the ADMINISTRATOR

29 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
30 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
31 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
32 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

33 34 **XV. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
2 including but not limited to personal injury or property damage, arising from or related to the services,
3 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
7 request a jury apportionment.

8 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
10 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
12 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
13 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

15 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
16 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an
17 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
18 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
19 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
20 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
21 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
22 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by
23 COUNTY representative(s) at any reasonable time.

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

29 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
30 liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or
31 subcontractor’s performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole
32 cost and expense with counsel approved by Board of Supervisors against same; and

33 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any
34 duty to indemnify or hold harmless; and

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

1 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 2 this Contract, the COUNTY may terminate this Contract.

3 F. QUALIFIED INSURER

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

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

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 13 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 (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

36 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 37 as broad naming the County of Orange, its elected and appointed officials, officers, agents and

1 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***
2 ***WRITTEN CONTRACT.***

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

6 2. The Network Security and Privacy Liability policy shall contain the following
7 endorsements which shall accompany the Certificate of Insurance:

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

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

13 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
14 all rights of subrogation against the ***County of Orange, its elected and appointed officials,***
15 ***officers, agents and employees,*** or provide blanket coverage, which will state ***AS REQUIRED BY***
16 ***WRITTEN CONTRACT.***

17 K. All insurance policies required by this Contract shall waive all rights of subrogation against the
18 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
19 the scope of their appointment or employment.

20 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
21 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
22 Certificate of Insurance.

23 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy
24 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the
25 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
26 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
27 this Contract.

28 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy,
29 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the
30 Contract.

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

33 P. Insurance certificates should be forwarded to COUNTY at the address specified in the
34 Referenced Contract Provisions of this Contract.

35 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven
36 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract
37 may be terminated by County without penalty.

1 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
2 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
3 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
4 adequately protect COUNTY.

5 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
6 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
7 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
8 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
9 all legal remedies.

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

13 U. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:
15 a. Prior to the start date of this Contract.
16 b. No later than the expiration date for each policy.
17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
18 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

24 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
25 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
26 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
27 submitted to ADMINISTRATOR.

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

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

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

37 //

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

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

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XVII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
4 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
5 regulations and requirements of the United States, the State of California, COUNTY, and all other
6 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
7 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
8 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
9 cause for termination of this Contract.

10 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
11 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of
12 laws, regulations, and requirements for the provision of services under this Contract shall include, but
13 not be limited to, the following:

- 14 1. ARRA of 2009.
- 15 2. Trafficking Victims Protection Act of 2000.
- 16 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 17 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 18 5. CCR, Title 17, Public Health.
- 19 6. CCR, Title 22, Social Security.
- 20 7. CFR, Title 42, Public Health.
- 21 8. CFR, Title 45, Public Welfare.
- 22 9. USC Title 42. Public Health and Welfare.
- 23 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 24 11. 42 USC §1857, et seq., Clean Air Act.
- 25 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 26 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 27 14. McKinney-Vento Homeless Assistance Act
- 28 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
29 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
30 Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

31
32
33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Contract must be approved at least thirty (30) business days in advance and in writing by
36 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
37 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,

1 and electronic media such as the Internet.

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

6 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
7 available social media sites) in support of the services described within this Contract, CONTRACTOR
8 shall develop social media policies and procedures and have them available to ADMINISTRATOR
9 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
10 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
11 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
12 media developed in support of the services described within this Contract. CONTRACTOR shall also
13 include any required funding statement information on social media when required by
14 ADMINISTRATOR.

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

17 18 **XIX. MAXIMUM OBLIGATION**

19 A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract
20 is as specified in the Referenced Contract Provisions of this Contract.

21 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
22 percent (10%) of funding for this Agreement.

23 24 **XX. MINIMUM WAGE LAWS**

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

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

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1
2
3 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
4 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
5 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
6 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
7 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
8 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
9 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
10 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
12 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 Participant or potential Participant any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Participant which is different or is provided in a
12 different manner or at a different time from that provided to other Participants.
- 13 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
14 by others receiving any service and/or benefit.
- 15 4. Treating a Participant 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
20 Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may
21 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
22 subcontractor, and ADMINISTRATOR.

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

27 a. COUNTY shall establish a formal resolution and grievance and appeals process in the
28 event informal processes do not yield a resolution.

29 b. Throughout the problem resolution and grievance and appeals process, Participant
30 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any
31 point in the process.

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
33 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
34 request a State Fair Hearing.

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
4 with succeeding legislation.

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

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

14
15 **XXII. NOTICES**

16 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
17 authorized or required by this Contract shall be effective:

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

21 2. When faxed, transmission confirmed;

22 3. When sent by E-Mail; or

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

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

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

33 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
34 ADMINISTRATOR.

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36 //

37 //

XXIII. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Contract,
3 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

10 2. WRITTEN NOTIFICATION

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

14 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
15 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming
16 aware of the death due to terminal illness of any person served pursuant to this Contract.

17 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR
18 may hand deliver or fax to a known number said notification.

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

23
24 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

32
33 **XXV. PARTICIPANT'S RIGHTS**

34 A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County
35 Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff.
36 Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily
37 accessible to Participants to take without having to request the form or envelope.

1 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
2 internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant
3 shall have access.

4 1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's
5 grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The
6 participant has the right to utilize either or both grievance and appeals process(es) simultaneously in
7 order to resolve their dissatisfaction.

8 C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to
9 CONTRACTOR, file a grievance, file an appeal, and file a complaint.

10 11 **XXVI. PAYMENT CARD COMPLIANCE**

12 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
13 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
14 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
15 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
16 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to
17 return to compliance and shall be compliant within ten (10) business days of the commencement of any
18 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
19 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

20 21 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

22 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
23 of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services
24 provided and in accordance with this Contract and all applicable requirements.

25 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
26 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
27 records shall include, but not be limited to, individual housing plans, case management plans and
28 utilization review records.

29 2. CONTRACTOR shall keep and maintain records of each service rendered to each
30 participant, the identity of the participant to whom the service was rendered, the date the service was
31 rendered, and such additional information as ADMINISTRATOR may require.

32 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
33 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
34 claimed to have been incurred in the performance of this Contract and in accordance with County
35 policies of reimbursement and GAAP.

36 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
37 physical safeguards to ensure the privacy and security of health related and/or personally identifying

1 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
2 participant’s health related and/or personally identifying information in possession of CONTRACTOR,
3 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
4 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
5 use or disclosure.

6 C. CONTRACTOR’s participant records shall be maintained in a secure manner. CONTRACTOR
7 shall maintain participant records and must establish and implement written record management
8 procedures.

9 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
10 termination of the contract, unless a longer period is required due to legal proceedings such as litigations
11 and/or settlement of claims.

12 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
13 billings, and revenues available at one (1) location within the limits of the County of Orange. If
14 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
15 written approval to CONTRACTOR to maintain records in a single location, identified by
16 CONTRACTOR.

17 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify
18 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight
19 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the
20 PRA request.

21 G. CONTRACTOR may retain participant documentation electronically in accordance with the
22 terms of this Contract and common business practices. If documentation is retained electronically,
23 CONTRACTOR shall, in the event of an audit or site visit:

- 24 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
- 25 or site visit.
- 26 2. Provide auditor or other authorized individuals access to documents via a computer
- 27 terminal.
- 28 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
- 29 requested.

30
31 **XXVIII. RESEARCH AND PUBLICATION**

32 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
33 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
34 publication.

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XXIX. REVENUE

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

- 1. Making cash payments to intended recipients of services through this Contract.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
- 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

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

4 8. Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

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

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

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

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

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

18 6. Providing inpatient hospital services or purchasing major medical equipment.

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

21 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's Participants outside of program Scope of Services.

23
24 **XXXII. STATUS OF CONTRACTOR**

25 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
26 wholly responsible for the manner in which it performs the services required of it by the terms of this
27 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
28 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
29 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
30 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
31 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
32 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
33 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
34 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
35 shall not be considered in any manner to be COUNTY's employees.

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37 //

XXXIII. TERM

1
2 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
3 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
4 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
5 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond
6 this term, including but not limited to, obligations with respect to confidentiality, indemnification,
7 audits, reporting, and accounting.

8 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
9 or holiday may be performed on the next regular business day.

XXXIV. TERMINATION

10
11
12 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
13 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
14 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

15 B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence
16 of any of the following events:

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

C. CONTINGENT FUNDING

- 30
31 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 32 a. The continued availability of federal, state and County funds for reimbursement of
33 COUNTY's expenditures, and
 - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
35 approved by the Orange County Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
37 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to

1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

3 D. In the event this Contract is suspended or terminated prior to the completion of the term as
4 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
5 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
6 term of the Contract.

7 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

10 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of
11 Contract performance during the remaining Contract term.

12 3. Until the date of termination, continue to provide the same level of service required by this
13 Contract.

14 4. If Participant's records are to be transferred to another facility for services, furnish
15 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by
16 ADMINISTRATOR to effect an orderly transfer.

17 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
18 with Participant's best interests.

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

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

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

29 9. Provide written notice of termination of services to each Participant being served under this
30 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
31 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
32 day period.

34 **XXXV. THIRD PARTY BENEFICIARY**

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

XXXVI. 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 Contract 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 Contract.

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT, IN THE
2 COUNTY OF ORANGE, STATE OF CALIFORNIA.

3
4 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES

5 DocuSigned by:
6 BY: *Alisana Soto Welby* DATED: 9/4/2021
7 C181519D168A4C0...

8 TITLE: Executive Director

9
10
11 COUNTY OF ORANGE

12
13
14 BY: _____ DATED: _____
15 HEALTH CARE AGENCY

16
17
18
19
20
21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY: *Massoud Shamel* DATED: 9/7/2021
30 79055CA571A94F8...
31 DEPUTY

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

EXHIBIT A
 TO THE CONTRACT FOR PROVISION OF
 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 NOVEMBER 2, 2021 THROUGH SEPTEMBER 30, 2023

I. BUDGET

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

PROGRAM BUDGET	Period One	Period Two
Determinants of Health Implementation Subrecipient Grants		
Determinant of Health Action Area #1	\$1,000,000	\$1,000,000
Determinant of health Action Area #2	\$1,000,000	\$1,000,000
Determinant of Health Action Area #3	\$1,000,000	\$1,000,000
Community Participation Subrecipient Grants	\$2,200,000	\$2,200,000
Historically Underserved Population Grant Subrecipients		
Transgender Community	\$180,000	\$180,000
Pacific Islanders and Native Hawaiians	\$180,000	\$180,000
American Indians and Native Alaskans	\$180,000	\$180,000
Population Specific Collective Subrecipients		
Asian Pacific Islanders	\$200,000	\$200,000
Black Community	\$200,000	\$200,000
Latinx	\$200,000	\$200,000
LGBTQ	\$200,000	\$200,000
Individuals with Disabilities	\$200,000	\$200,000
Older Adults	\$200,000	\$200,000
Community Member Participation Stipends	\$110,000	\$110,000
Program Total	\$7,050,000	\$7,050,000
ADMINISTRATION BUDGET		
Community Mobilization, Convening, and Engagement Support		
Indirect	\$275,000	\$275,000

1	Planning and Development	\$150,000	\$150,000
2	Marketing and Communications	\$25,000	\$25,000
3	Finance and Administration Management	\$150,000	\$150,000
4	Administration Total	\$600,000	\$600,000
5	TOTAL MAXIMUM OBLIGATION: \$15,300,000	\$7,650,000	\$7,650,000
6			

7 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
8 between budgeted line items, for the purpose of meeting specific program needs or for providing
9 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by
10 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
11 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification
12 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining
13 annual impact of the shift as may be applicable to the current contract period and/or future contract
14 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)
15 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to
16 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification
17 Request(s) may result in disallowance of those costs.

18 C. 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.

23 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
24 Budget Paragraph of this Exhibit A to the Agreement.

25 26 **II. PAYMENTS**

27 A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and
28 Expenditure and Revenue Report. All payments are interim payments only, and subject to Final
29 Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
30 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total
31 of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract
32 Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant
33 to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay
34 supplemental invoices for any month for which the provisional amount specified above has not been
35 fully paid. COUNTY reserves the right to make advance payments upon mutual concurrence between
36 County Project Manager and CONTRACTOR.

37 //

1 in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by
2 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
3 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly
4 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
5 more than five (5) calendar days.

6 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
7 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
8 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for
9 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.
10 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
11 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
12 the Monthly Expenditure and Revenue Reports.

13 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
14 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
15 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
16 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
17 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
18 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
19 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
20 extension will not exceed more than five (5) calendar days.

21 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly reports to
22 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
23 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR
24 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will
25 be specific as to the nature of information requested and may allow up to thirty (30) calendar days for
26 CONTRACTOR to respond to request.

27 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably
28 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
29 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least
30 thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures
31 for reporting the required information.

32 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
33 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
34 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury,
35 death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to
36 liability.

37 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the

1 Reports Paragraph of this Exhibit A to the Agreement.

3 **IV. SERVICES**

4 **A. SCOPE OF SERVICES**

5 **1. Overview**

6 a. COUNTY requires a multi-ethnic organization partner in the County to eliminate racial
7 and ethnic disparities to improve the lives of underserved multicultural communities. With the
8 established trust and relationship with diverse populations and organizations in Orange County,
9 CONTRACTOR is uniquely positioned to convene and engage a cross-sector public private coalition
10 that is representative of the larger community.

11 **2. Program Description Summary**

12 a. CONTRACTOR shall advance health equity, access, and wellness by being a collective,
13 responsive, and unified voice for diverse communities. CONTRACTOR shall work to eliminate racial
14 and ethnic disparities to improve the lives of underserved multicultural communities through a unique
15 collaborative approach, which is evidenced by its capacity to strategically reach diverse populations on a
16 scale that maximizes impact with programmatic, policy and systems change. The following describes
17 CONTRACTOR's approach to community engagement to achieve collective impact and health equity.

18 b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services shall
19 provide Partner Outreach, Engagement, and Grants Support Services to individuals and Community
20 based organizations in the Orange County community to help mitigate health inequities.

21 c. Outreach and engagement will extend to support HCA identify and engage emerging
22 community-based and grassroots organizations in Orange County in order to build and increase capacity
23 to reach impacted communities, including ethnic communities. This will ensure that local entities and
24 impacted communities actively participate in systems change.

25 d. With direct oversight from COUNTY, CONTRACTOR shall provide support for
26 program coordination activities including:

- 27 1) Strategic Planning and Development,
- 28 2) Partner Outreach and Engagement
- 29 3) Program Management and Grants Administration, and
- 30 4) Communications and Marketing Support.

31 In conjunction with these activities and to ensure equitable participation of community partners and
32 stakeholders, CONTRACTOR shall work directly with COUNTY to identify, review, select, track
33 outcomes, and administer various subrecipient implementation grants and participation stipends to
34 community partners involved in the Orange County Health Equity Coalition and Determinants of Health
35 Action Area Workstreams. With COUNTY guidance and oversight, CONTRACTOR shall ensure
36 participation and engagement of cross-sector public and private community partners in the network,
37 with an emphasis on partnering with those who have historically not been engaged or contracted with

1 the County (e.g. eligible ethnic community-based organizations, grassroots/volunteer-run organizations).
2 As a proactive and catalytic partner, CONTRACTOR will also provide performance and compliance
3 monitoring of grantees to foster the initiative's success in target communities and populations.

4 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

5 1. The CONTRACTOR shall serve vulnerable populations in the County of Orange which
6 include, but is not limited to:

- 7 a. Culturally specific communities (ie. LatinX, Asian, Black, Native Americans, Native
8 Hawaiians, and Pacific Islanders)
- 9 b. Undocumented individuals;
- 10 c. Low-income/economically disadvantaged individuals;
- 11 d. Tribes/Indigenous People;
- 12 e. Geographically and culturally isolated individuals;
- 13 f. Chronically-ill and/or Disabled; and
- 14 g. Sexual and gender minorities, including the LGBTQ+ population
- 15 h. Partners and stakeholders to support the OC Health Equity Coalition and Determinants
16 of Health Workstreams

17 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for
18 Participants to ensure they meet the eligible criteria as established by the COUNTY.

19 D. PROGRAM DESCRIPTION

20 1. Collective Impact Experience and Qualifications

21 a. CONTRACTOR shall function as a collective impact organization which is an
22 evidence-based process documented by the Stanford Social Innovation Review and leads,
23 communicates, and coordinates activities through a mutually reinforcing plan of action towards a shared
24 vision. CONTRACTOR's infrastructure shall be designed as a facilitating mechanism for processes that
25 are delivered across a multi-agency network of providers. The program's implementation will align with
26 this unique capacity for program start-up, delivery, and reporting. CONTRACTOR shall focus work on
27 the shared values of equity, social justice, inclusiveness, accountability, innovation and having a
28 community driven approach. CONTRACTOR shall focus on its strengths in building the capacity of
29 communities to have a voice in creating policy and systems change, community strategic planning,
30 community assessments, community power building and developing collaborative initiatives.

31 b. The program will be fully integrated into the organization's existing workflow
32 and through the addition of a Health Equity Director with support staff. CONTRACTOR has extensive
33 experience in quickly mobilizing organizations, initiative implementation, data collection and synthesis
34 across large multi-agency collaboratives. CONTRACTOR will support HCA to advance the work of the
35 project consultants, HCA staff, and stakeholders. CONTRACTOR maintains a financial management
36 system designed for fund-based accounting of government contracts at the county, state, and federal
37 levels and organizational capital structure sufficient for managing multiple contracts.

1 2. Policy and Systems Change Leadership

2 a. CONTRACTOR shall be committed to cross-sector systems and policy change work.

3 b. CONTRACTOR shall provide leadership in culturally responsive and affirming
4 approaches.

5 c. CONTRACTOR shall maintain their role as a key policy stakeholder at the state and
6 local level, including but not limited to, participating in statewide and regional efforts including the
7 California COVID Justice steering committee with Public Health Advocates and health equity initiatives
8 with the California Pan Ethnic Health Network among others.

9 d. CONTRACTOR shall work at the County level to advance behavioral health access
10 and promote wellness through its extensive participation in community collaboratives, committees and
11 intersectional initiatives.

12 e. CONTRACTOR shall work to facilitate discussions and determinations on developing
13 innovative strategies, community defined practices and equity frameworks informed by the community.

14 f. CONTRACTOR shall remain committed to finding solutions for meeting the needs of
15 communities by using community-based research strategies to improve health outcomes.

16 g. CONTRACTOR shall be a unifying force to advocate for systems change at County
17 and statewide levels to engage in discussions on health equity.

18 3. Community Capacity Building of Public Health Infrastructure

19 a. CONTRACTOR will participate in the planning process with the County to build on
20 the assets and strengths of communities, leverage resources, build relationships and develop collective
21 solutions that build the trust and reciprocity needed for longer term strategies. CONTRACTOR shall
22 create a process for community ownership that guides organizations to develop agency while navigating
23 a community change process that builds on existing community relationships, networks, and power
24 building activities. CONTRACTOR shall build on existing infrastructures to enhance new response
25 capacity to quickly launch and provide a better starting point to work to refining root cause analyses and
26 community identification of change areas. CONTRACTOR shall be proactive about designing processes
27 to help organizations collectively achieve sufficient power to move structures and systems associated
28 with priority areas identified. Through a collective impact approach, CONTRACTOR shall play a key
29 role in the implementation of HCA's CDC grant planned activities and initiatives, including but not
30 limited to the formation of the OC Health Equity Coalition, Determinant of Health Workstreams, and
31 population-specific collectives.

32 b. CONTRACTOR will provide support for program coordination activities including:

33 1) Planning and Development,

34 2) Finance and Administration Management

35 3) Marketing and Communications Support

36 c. In conjunction with these activities and to ensure equitable participation from
37 community partners and stakeholders, CONTRACTOR will support the County in the deployment of

1 community participation, engagement, and mobilization grants in direct coordination with HCA. This
2 includes development and implementation of subrecipient agreements as well as performance and
3 compliance monitoring. CONTRACTOR's shall support the initiative in identifying measurable
4 outcomes and create the conditions necessary to ensure the success of the initiative by being proactive
5 and catalytic partner to ensure equitable participation.

6 E. PERFORMANCE MEASURES AND MONITORING

7 1. The following performance measures will be a requirement of this Contract.

8 a. CONTRACTOR shall partner with COUNTY in the development of the Health Equity
9 Community-based initiatives through:

- 10 1) Contributing as a meaningful partner to carry out project outcomes, ensure data
11 driven, community driven solutions, and support community strategic planning.
- 12 2) Foster cross sector collaboration, thought leadership on intersectional aspects of the
13 work and coordinate alignment and integration with public and private partners and
14 initiatives.
- 15 3) Provide initial foundational education on health equity, determinants of health,
16 addressing racism as a public health crisis, and other topics to ensure shared
17 understanding of the vision of the initiative.
- 18 4) Provide monitoring and reporting mechanisms to advance equitable policies and
19 practices.
- 20 5) Enhancement of outreach and engagement to priority populations, support of
21 equitable participation, and support of the Orange County Health Equity Coalition to
22 convene traditional AND non-traditional stakeholders.
- 23 6) Collaborate with the County to enhance outreach, engagement, and distribution and
24 administration of Participation and Implementation Grants/Funds to partners and
25 stakeholders to support the Orange County Health Equity Coalition and Determinants of
26 Health Workstreams.
- 27 7) Efficiently and effectively distribute and administer funds to historically
28 underserved and/or unserved communities most impacted by COVID-19, including but
29 not limited to, including the Native Hawaiians and Pacific Islanders, American Indians
30 and Native Alaskans, and transgender communities to mitigate the impact of COVID-
31 19.
- 32 8) Efficiently and effectively administer funds to the identified six (6) Population
33 Specific Priority Collectives, including the API, Black community, Individuals with
34 Disabilities, Latinx, LGBTQ, and Older Adults collectives.

35 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals,
36 outcomes, milestones and performance standards mentioned above, as determined by COUNTY, will
37 constitute non-compliance with this Contract for which COUNTY may immediately terminate the

1 Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within
2 the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions
3 contained in the Contract.

4 3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with
5 the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY
6 shall report the findings of each monitoring to Operator.

7 F. REPORTING REQUIREMENTS

8 1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form
9 acceptable to the COUNTY. Monthly reports will be due by the twentieth (20) day of the following
10 month of services rendered, unless otherwise approved by COUNTY.

11 G. FILE MAINTENANCE AND DOCUMENTATION

12 1. CONTRACTOR shall prepare all applicable files and perform all administrative
13 management tasks, as indicated in the CONTRACT.

14 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24
15 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this
16 CONTRACT.

17 3. Records providing a full description of each activity undertaken.

18 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

19 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

20 6. Annual Audit Submission: Independent audits to be performed by a Certified Public
21 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with
22 applicable regulatory requirements. Copies of each required audit report must be provided to the
23 COUNTY within thirty (30) days after the date received by the Operator.

24 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this
25 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or
26 after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable
27 property acquired with funds under this Contract shall be retained for five (5) years after final
28 disposition of such property. Records for any displaced person must be kept for five (5) years after s/he
29 has received final payment.

31 **V. STAFFING**

32 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,
33 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities
34 are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the
35 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not
36 limited to the following:

37 //

- 1 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 2 to this program;
- 3 2. Maximize the use of the allocated funds;
- 4 3. Ensure timely and accurate reporting;
- 5 4. Maintain appropriate staffing levels;
- 6 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
- 7 staff's position.
- 8 6. Effectively communicate and monitor the program for its success;
- 9 7. Maintain communication between the CONTRACT key staff and Program Administrators;
- 10 and,
- 11 8. Act quickly to identify and solve problems.

12 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the
 13 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)
 14 served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include,
 15 but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;
 16 recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,
 17 and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are
 18 physically challenged.

19 C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 20 Time Equivalentents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be
 21 equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTEs</u>
Planning and Development Staff	1.50
Marketing and Communications Staff	.25
Finance and Administration Staff	2.00
 TOTAL FTEs	 3.75

32 D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
 33 Director and other administrative positions, which will include, but not be limited to, an application for
 34 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
 35 applicable), pay rate and evaluations justifying pay increases.

36 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 37 Staffing Paragraph of this Exhibit A to the Agreement.

1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 8 NOVEMBER 2, 2021 THROUGH SEPTEMBER 30, 2023
 9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

18 3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
 19 between the Social Security Administration and the California Health and Human Services Agency
 20 (CHHS).

21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
 22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
 23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
 24 with performing the functions, activities and services specified in the Contract on behalf of the
 25 COUNTY.

26 5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
 27 Security Administration (SSA) and DHCS.

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

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

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

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

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

12 B. TERMS OF CONTRACT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
14 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
15 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
16 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)
17 if done by the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

35 1) Complying with all of the data system security precautions listed in Paragraph E of
36 the Business Associate Contract, Exhibit B to the Contract; and

37 //

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

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

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

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

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

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

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
37 //

1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
2 B to the Contract.

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

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