

1 CONTRACT FOR PROVISION OF  
 2 TEMPORARY ISOLATION SHELTER SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 THE ILLUMINATION FOUNDATION  
 7 JANUARY 1, 2022 THROUGH MARCH 31, 2022  
 8

9 THIS CONTRACT entered into this 1<sup>st</sup> day of January, 2022 (“Effective Date”), is by and between  
 10 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and The  
 11 Illumination Foundation, a California nonprofit corporation (CONTRACTOR). COUNTY and  
 12 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 Temporary  
 19 Isolation Shelter Services described herein to individuals experiencing homelessness in 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:

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**Term:** January 1, 2022 through March 31, 2022

**Maximum Obligation:** \$2,475,804

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Advance for Broadway site and in Arrears for Additional Beds at Overflow site

**CONTRACTOR DUNS Number:** 829919047

**CONTRACTOR TAX ID Number:** 71-1047686

**Notices to COUNTY and CONTRACTOR:**

<p>COUNTY: County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637</p>	<p>CONTRACTOR: The Illumination Foundation 1091 N Batavia St. Orange, CA 92867 John Ing Chief Financial Officer <a href="mailto:jing@ifhomeless.org">jing@ifhomeless.org</a></p>
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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:

1		
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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**

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

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

## **III. ASSIGNMENT OF DEBTS**

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

## **IV. COMPLIANCE**

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

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  
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  
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37



## V. CONFIDENTIALITY

1  
2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
4 regulations, as they now exist or may hereafter be amended or changed.

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract  
6 are Participants of the Temporary Isolation Shelter Services program, and therefore it may be necessary  
7 for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information  
8 regarding specific Participants with COUNTY or other providers of related services contracting with  
9 COUNTY.

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

13 3. In the event of a collaborative service agreement between Homeless Services providers,  
14 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
15 from the collaborative agency, for Participants receiving services through the collaborative agreement.

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

## VI. CONFLICT OF INTEREST

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

## VII. CORRECTIVE ACTION PLAN

33  
34  
35 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative  
36 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject  
37 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

1 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an  
2 acceptable timeframe as determined by ADMINISTRATOR, ADMINISTRATOR reserves the right to  
3 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
4 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a  
5 material breach and be grounds for termination of this Contract.

### 6 7 **VIII. COST REPORT**

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

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

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

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

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

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

35 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
36 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
37 shall document that costs are reasonable and allowable and directly or indirectly related to the services

1 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
2 any.

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

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

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

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

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

34  
35 Signed \_\_\_\_\_  
36 Name \_\_\_\_\_  
37 Title \_\_\_\_\_

Date \_\_\_\_\_"

**IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

**X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment

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

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

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

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

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

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

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



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

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

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

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

#### 14 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

37

1 D. This Contract has been negotiated and executed in the State of California and shall be governed  
2 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
3 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
4 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of  
5 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically  
6 agree to waive any and all rights to request that an action be transferred for adjudication to another  
7 county.

## 8 9 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 19 20 **XIII. EQUIPMENT**

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

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

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

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

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

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

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

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

#### 23 24 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

31 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
32 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
33 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
34 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.  
35  
36  
37



## XV. INDEMNIFICATION AND INSURANCE

1  
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
11 request a jury apportionment.

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

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

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

33 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all  
34 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
35 subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost  
36 and expense with counsel approved by Board of Supervisors against same; and  
37

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

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

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

8           F. QUALIFIED INSURER

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

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

17           G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
18 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
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

1	Employee Dishonesty	\$1,000,000 per occurrence
2	(Client Coverage)	(Limit commensurate with exposure)

3

4 H. REQUIRED COVERAGE FORMS

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

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

9 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

36 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy  
37 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the

1 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
2 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
3 this Contract.

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

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

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

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

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

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

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

#### 26 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

34 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
35 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have  
36 sole discretion to impose one or both of the following:  
37

1 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
2 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the  
3 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
4 submitted to ADMINISTRATOR.

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

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

11 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
12 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
13 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
14

#### 15 **XVI. INSPECTIONS AND AUDITS**

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

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

#### 30 C. AUDIT RESPONSE

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

36 2. If the audit reveals that money is payable from one Party to the other, that is,  
37 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to



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

6 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
7 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR  
8 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
9 Awards. CONTRACTOR shall forward the Single Audit to COUNTY within fourteen (14) calendar  
10 days of receipt.

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

## 15 16 **XVII. LICENSES AND LAWS**

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

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

- 29 1. ARRA of 2009.
- 30 2. Trafficking Victims Protection Act of 2000.
- 31 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 32 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 33 5. CCR, Title 17, Public Health.
- 34 6. CCR, Title 22, Social Security.
- 35 7. CFR, Title 42, Public Health.
- 36 8. CFR, Title 45, Public Welfare.
- 37 9. USC Title 42. Public Health and Welfare.

1 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

2 11. 42 USC §1857, et seq., Clean Air Act.

3 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

4 13. 31 USC 7501.70, Federal Single Audit Act of 1984.

5 14. McKinney-Vento Homeless Assistance Act

6 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
7 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
8 Awards.

9  
10 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

21 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
22 available social media sites) in support of the services described within this Contract, CONTRACTOR  
23 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
24 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
25 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
26 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
27 media developed in support of the services described within this Contract. CONTRACTOR shall also  
28 include any required funding statement information on social media when required by  
29 ADMINISTRATOR.

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

32  
33 **XIX. MAXIMUM OBLIGATION**

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

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

**XX. MINIMUM WAGE LAWS**

1  
2 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
3 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
4 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or  
5 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall  
6 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid  
7 no less than the greater of the federal or California Minimum Wage.

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

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

**XXI. NONDISCRIMINATION****A. EMPLOYMENT**

17  
18 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
19 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee  
20 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
21 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
22 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
23 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
24 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
25 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
27 gender expression, age, sexual orientation, or military and veteran status.

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

32 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
33 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
34 the provision of benefits.

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



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

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

12 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
13 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
14 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
15 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
16 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
17 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
18 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
19 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
20 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
21 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
22 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
23 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
24 factors identified above:

- 25 1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 26 2. Providing any service or benefit to a Participant which is different or is provided in a  
27 different manner or at a different time from that provided to other Participants.
- 28 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed  
29 by others receiving any service and/or benefit.
- 30 4. Treating a Participant differently from others in satisfying any admission requirement or  
31 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
32 any service and/or benefit.
- 33 5. Assignment of times or places for the provision of services.

34 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all  
35 Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may  
36 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,  
37 subcontractor, and ADMINISTRATOR.



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

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

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

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

### 13 **XXIII. NOTIFICATION OF DEATH**

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

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

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

#### 22 2. WRITTEN NOTIFICATION

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

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

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

31 C. If there are any questions regarding the cause of death of any person served pursuant to this  
32 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
33 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
34 Notification of Death Paragraph.  
35  
36  
37

1                                    **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

5  
6            B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
7 of any applicable public event or meeting. The notification must include the date, time, duration,  
8 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
9 must be approved by ADMINISTRATOR prior to distribution.

10  
11                                    **XXV. PARTICIPANT'S RIGHTS**

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

16            B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an  
17 internal grievance and appeals process approved by ADMINISTRATOR, to which the Participant shall  
18 have access.

19            1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's  
20 grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The  
21 Participant has the right to utilize either or both grievance and appeals process(es) simultaneously in  
22 order to resolve their dissatisfaction.

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

25  
26                                    **XXVI. PAYMENT CARD COMPLIANCE**

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

## **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

1 |  
2 |       A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
3 | of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services  
4 | provided and in accordance with this Contract and all applicable requirements.

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

9 |             2. CONTRACTOR shall keep and maintain records of each service rendered to each  
10 | Participant, the identity of the Participant to whom the service was rendered, the date the service was  
11 | rendered, and such additional information as ADMINISTRATOR may require.

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

16 |       B. CONTRACTOR shall implement and maintain acceptable administrative, technical and  
17 | physical safeguards to ensure the privacy and security of health related and/or personally identifying  
18 | information CONTRACTOR collects from participants. If there is an unauthorized use or disclosure of  
19 | participant's health related and/or personally identifying information in possession of CONTRACTOR,  
20 | CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of  
21 | disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized  
22 | use or disclosure.

23 |       C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
24 | shall maintain participant records and must establish and implement written record management  
25 | procedures.

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

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

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

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

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

6 2. Provide auditor or other authorized individuals access to documents via a computer  
7 terminal.

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

#### 10 **XXVIII. RESEARCH AND PUBLICATION**

11 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
12 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
13 publication.  
14

#### 15 **XXIX. REVENUE**

16 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
17 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
18 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.  
19

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

26 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
27 persons other than individuals or groups eligible for services pursuant to this Contract.  
28

#### 29 **XXX. SEVERABILITY**

30 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
31 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
32 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
33 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
34 force and effect, and to that extent the provisions of this Contract are severable.  
35  
36  
37



**XXXI. SPECIAL PROVISIONS**

1  
2 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
3 purposes:

- 4 1. Making cash payments to intended recipients of services through this Contract.
- 5 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
6 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
7 use of appropriated funds to influence certain federal contracting and financial transactions).
- 8 3. Fundraising.
- 9 4. Purchasing gifts, meals, entertainment, awards, or other personal expenses for  
10 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
11 Directors or governing body.
- 12 5. Reimbursing CONTRACTOR's members of the Board of Directors or governing body for  
13 expenses or services.
- 14 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
15 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
16 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 17 7. Paying an individual salary or compensation for services at a rate in excess of the current  
18 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
19 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 20 8. Paying severance pay for separating employees.
- 21 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
22 codes and obtaining all necessary building permits for any associated construction.
- 23 10. Supplanting current funding for existing services.

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

- 26 1. Funding travel or training (excluding program-related mileage or parking).
- 27 2. Making phone calls outside of the local area unless documented to be directly for the  
28 purpose of Participant care.
- 29 3. Paying for grant writing, consultants, certified public accounting, or legal services.
- 30 4. Purchasing artwork or other items that are for decorative purposes and do not directly  
31 contribute to the quality of services to be provided pursuant to this Contract.
- 32 5. Purchasing or improving land, including constructing or permanently improving any  
33 building or facility, except for tenant improvements.
- 34 6. Providing inpatient hospital services or purchasing major medical equipment.
- 35 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
36 funds (matching).

1 8. Purchasing gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's Participants outside of program Scope of Services.

#### 3 4 **XXXII. STATUS OF CONTRACTOR**

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

#### 16 17 **XXXIII. TERM**

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

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

#### 26 27 **XXXIV. TERMINATION**

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

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

- 33 1. The loss by CONTRACTOR of legal capacity.
- 34 2. Cessation of services without cause.
- 35 3. The delegation or assignment of CONTRACTOR's services, operation or administration  
36 without the prior written consent of COUNTY.



1 4. The neglect by any licensed person employed by CONTRACTOR of any duty required  
2 pursuant to this Contract.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
4 this Contract.

5 6. The continued incapacity of any licensed person to perform duties required pursuant to this  
6 Contract.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services  
8 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
9 removes such licensed person from serving persons assisted pursuant to this Contract.

10 C. CONTINGENT FUNDING

11 1. Any obligation of COUNTY under this Contract is contingent upon the following:

12 a. The continued availability of federal, state and County funds for reimbursement of  
13 COUNTY's expenditures, and

14 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
15 approved by the Orange County Board of Supervisors.

16 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
17 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
18 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
19 CONTRACTOR shall not be obligated to accept the renegotiated terms.

20 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
21 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
22 sole discretion, reduce the Maximum Obligation of this Contract to be consistent with the reduced term  
23 of the Contract.

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

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

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

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

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

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

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

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

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

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

14  
15 **XXXV. THIRD PARTY BENEFICIARY**

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

19  
20 **XXXVI. WAIVER OF DEFAULT OR BREACH**

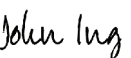
21 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
22 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
23 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
24 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
25 Contract.

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

3  
4  
5 THE ILLUMINATION FOUNDATION

6  
7 DocuSigned by:  
8 BY:  \_\_\_\_\_ DATED: 11/17/2021  
9 CBF6B67E3BA84FE...

10 TITLE: President & CEO


11 DocuSigned by:  
12 BY:  \_\_\_\_\_ DATED: 11/17/2021  
13 2ADA72F3EC654AF...

14 TITLE: Chief Financial Officer

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
22 HEALTH CARE AGENCY

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

30  
31 DocuSigned by:  
32 BY:  \_\_\_\_\_ DATED: 11/17/2021  
33 9713A4061D4343D...  
34 DEPUTY

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

1 EXHIBIT A  
2 TO THE CONTRACT FOR PROVISION OF  
3 TEMPORARY ISOLATION SHELTER SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 THE ILLUMINATION FOUNDATION  
8 JANUARY 1, 2022 THROUGH MARCH 31, 2022  
9

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

12 A. The Parties agree to the following terms and definitions, and to those terms and definitions  
13 which for convenience, are set forth elsewhere in the Contract.

14 1. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming,  
15 money and household management, personal safety, symptom monitoring, etc.

16 2. Admission means documentation, by CONTRACTOR, for completion of entry and  
17 evaluation services provided to Clients into IRIS.

18  
19 3. Data Collection System means software designed for collection, tracking and reporting  
20 outcomes data for Resident enrolled in the FSP Programs.

21 a. 3 M's means the Quarterly Assessment Form that is completed for each Resident every  
22 three months in the approved data collection system.

23 b. Data Mining and Analysis Specialist means a person who is responsible for ensuring  
24 the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as  
25 working on strategies for gathering new data from the Resident' perspective which will improve  
26 understanding of Resident' needs and desires towards furthering their recovery. This individual will  
27 provide feedback to the program and work collaboratively with the employment specialist, education  
28 specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these  
29 areas. This position will be responsible for attending all data and outcome related meetings and ensuring  
30 that program is being proactive in all data collection requirements and changes at the local and state  
31 level.

32 c. Data Certification means the process of reviewing State and COUNTY mandated  
33 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the  
34 data is accurate.

35 4. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention  
36 and case management services to those Residents who seek services in the COUNTY operated  
37 outpatient programs.

1           5. Case Management Linkage Brokerage means a process of identification, assessment of  
2 need, planning, coordination and linking, monitoring and continuous evaluation of Residents and of  
3 available resources and advocacy through a process of casework activities in order to achieve the best  
4 possible resolution to individual needs in the most effective way possible. This includes supportive  
5 assistance to the Resident in the assessment, determination of need and securing of adequate and  
6 appropriate living arrangements.

7           6. Client/Participant or Resident means an individual, referred by COUNTY or enrolled in  
8 CONTRACTOR's program for services under the Contract, who experiences chronic mental illness.

9           7. CSW means an individual who meets the minimum professional and licensure requirements  
10 set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's clinical experience in a  
11 mental health setting.

12           8. Bed Day means one (1) calendar day which CONTRACTOR provides residential treatment  
13 services as described in Exhibit A of the Contract. A Bed Day will include the day of admission; but not  
14 the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be  
15 charged.

16           9. Diagnosis means the definition of the nature of the Resident's disorder. When formulating  
17 the diagnosis of Resident, CONTRACTOR shall use the diagnostic codes and axes as specified in the  
18 most current edition of the DSM published by the American Psychiatric Association (APA). DSM  
19 diagnoses will be recorded on all IRIS documents, as appropriate.

20           10. Engagement means the process by which a trusting relationship between worker and  
21 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
22 Client(s) is the objective of a successful Outreach.

23           11. Face-to-Face means an encounter between Client and provider where they are both  
24 physically present.

25           12. Full Service Partnership (FSP): a. A FSP means a type of program described by the State in  
26 the requirements for the COUNTY plan for use of MHSA funds and which includes Residents being a  
27 full partner in the development and implementation of their treatment plan. A FSP is an evidence-based  
28 and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary  
29 teams will be established including the Resident, Psychiatrist, and PSC. Whenever possible, these multi-  
30 disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social  
31 worker, peer specialist, and family members. The ideal Resident to staff ratio will be in the range of  
32 fifteen to twenty (15-20) to one (1), ensuring relationship building and intense service delivery. Services  
33 will include, but not be limited to, the following:

34                   1) Crisis management;  
35                   2) Housing Services;  
36                   3) Twenty-four (24)-hours per day, seven (7) days per week intensive case  
37 management;

- 4) Community-based Wraparound Recovery Services;
- 5) Vocational and Educational services;
- 6) Job Coaching/Developing;
- 7) Resident employment;
- 8) Money management/Representative Payee support;
- 9) Flexible Fund account for immediate needs;
- 10) Transportation;
- 11) Illness education and self-management;
- 12) Medication Support;
- 13) Co-occurring Services;
- 14) Linkage to financial benefits/entitlements;
- 15) Family and Peer Support; and
- 16) Supportive socialization and meaningful community roles.

b. Client services are focused on recovery and harm reduction to encourage the highest level of Resident empowerment and independence achievable. PSC's will meet with the Resident in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the Resident's team to individuals with a co-occurring disorder.

c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the Resident's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Residents move through the continuum of recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.

13. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

14. Intake means the initial meeting between a Client and CONTRACTOR's staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

15. MFT means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

1           16. Mental Health Services means interventions designed to provide the maximum reduction of  
2 mental disability and restoration or maintenance of functioning consistent with the requirements for  
3 learning, development and enhanced self-sufficiency. Services shall include:

4           a. Assessment means a service activity, which may include a clinical analysis of the  
5 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural  
6 issues and history, Diagnosis and the use of testing procedures.

7           b. Collateral means a significant support person in a beneficiary's life and is used to  
8 define services provided to them with the intent of improving or maintaining the mental health status of  
9 the Resident. The beneficiary may or may not be present for this service activity.

10           c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment  
11 programs, Residents receive combined treatment for mental illnesses and substance use disorders from  
12 the same practitioner or treatment team.

13           d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on  
14 behalf of a Resident for a condition which requires more timely response than a regularly scheduled  
15 visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

16           e. Medication Support Services means those services provided by a licensed physician,  
17 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
18 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
19 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
20 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
21 to medication, as well as obtaining informed consent, providing medication education and plan  
22 development related to the delivery of the service and/or assessment of the beneficiary.

23           f. Rehabilitation Service means an activity which includes assistance in improving,  
24 maintaining, or restoring a Resident's or group of Residents' functional skills, daily living skills, social  
25 and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
26 medication education.

27           g. Targeted Case Management means services that assist a beneficiary to access needed  
28 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The  
29 service activities may include, but are not limited to, communication, coordination and referral;  
30 monitoring service delivery to ensure beneficiary access to service and the service delivery system;  
31 monitoring of the beneficiary's progress; and plan development.

32           h. Therapy means a service activity which is a therapeutic intervention that focuses  
33 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
34 delivered to an individual or group of beneficiaries which may include family therapy in which the  
35 beneficiary is present.

36           17. MHSA means the law that provides funding for expanded community Mental Health  
37 Services. It is also known as "Proposition 63."



1 18. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
2 Services and may include activities that involve educating the community about the services offered and  
3 requirements for participation in the programs. Such activities should result in CONTRACTOR  
4 developing its own Client referral sources for the programs it offers.

5 19. Personal Services Coordinator (PSC) means an individual who will be part of a  
6 multidisciplinary team that will provide community based Mental Health Services to adults that are  
7 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery  
8 principles. The PSC is responsible for clinical care and case management of assigned Client and families  
9 in a community, home, or program setting. This includes assisting Clients with mental health, housing,  
10 vocational and educational needs. The position is also responsible for administrative and clinical  
11 documentation as well as participating in trainings and team meetings. The PSC shall be active in  
12 supporting and implementing the program's philosophy and its individualized, strength-based,  
13 culturally/linguistically competent and Client-centered approach.

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

20 21. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in  
21 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
22 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC Section  
23 575.2. The waiver may not exceed five (5) years.

24 22. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
25 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT  
26 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the  
27 BBS.

28 23. Program Director means an individual who has complete responsibility for the day to day  
29 function of the program. The Program Director is the highest level of decision making at a local,  
30 program level.

31 24. Psychiatrist means an individual who meets the minimum professional and licensure  
32 requirements set forth in CCR, Title 9, Section 623.

33 25. Psychologist means an individual who meets the minimum professional and licensure  
34 requirements set forth in CCR, Title 9, Section 624.

35 26. Recovery is a process of change through which individuals improve their health and  
36 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major  
37 dimensions to support recovery in live:



- 1 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and  
2 emotionally healthy way;
- 3 b. Home: A stable and safe place to live;
- 4 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
5 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
6 and
- 7 d. Community: Relationships and social networks that provide support, friendship, love,  
8 and hope.

9 27. Referral means providing the effective linkage of a Resident to another service, when  
10 indicated; with follow-up to be provided within five (5) working days to assure that the Resident has  
11 made contact with the referred service.

12 28. Vocational/Educational Specialist means a person who provides services that range from  
13 prevocational groups, trainings and supports to obtain employment out in the community based on the  
14 Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one-on-  
15 one” vocational counseling and support to Clients to ensure that their needs and goals are being met.  
16 The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the  
17 knowledge and resources to achieve the highest level of vocational functioning possible.

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

## 20 **II. BUDGET**

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

- 24 1. Operating Cost for 50 isolation beds (Broadway site) - \$368,018/month
- 25 2. Operating Cost for up to 50 overflow beds (Overflow site) - \$295 per diem rate per each  
26 occupied bed.

27 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
28 between budgeted line items for the purpose of meeting specific program needs or for providing  
29 continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided  
30 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing  
31 Modification Request to ADMINISTRATOR for consideration, in advance, which must include a  
32 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and  
33 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future  
34 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification  
35 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of  
36

1 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing  
2 Modification Request(s) may result in disallowance of those costs.

3 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
4 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
5 of service for which payment is claimed.

6 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
7 Budget Paragraph of this Exhibit A to the Contract.

### 8 9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly in advance to secure isolation beds and monthly  
11 in arrears for overflow beds, for the fees outlined in Paragraph II. Budget.

12 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide  
13 such information as is required by ADMINISTRATOR. Invoices are due the first (1<sup>st</sup>) calendar day of  
14 the month. Invoices received after the due date may not be paid within the same month. Payments to  
15 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of  
16 the correctly completed invoice form.

17 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
18 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
19 canceled checks, receipts, receiving records and records of services provided.

20 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
21 with any provision of the Contract.

22 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
23 and/or termination of the Contract, except as may otherwise be provided under the Contract, or  
24 specifically agreed upon in a subsequent contract.

25 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
26 Payments Paragraph of this Exhibit A to the Contract.

### 27 28 **IV. REPORTS**

29 A. CONTRACTOR shall maintain records and make statistical reports as required by  
30 ADMINISTRATOR..

#### 31 **B. FISCAL**

32 1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and  
33 Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided by  
34 ADMINISTRATOR and shall report year-to-date actual costs and revenues for CONTRACTOR's  
35 program described in the Services Paragraph of this Exhibit A to the Contract. Such reports will also  
36 include actual productivity as defined by ADMINISTRATOR.

1           2. Year-End Projections. In conjunction with the Expenditure and Revenue Report,  
2 CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs  
3 and revenues and anticipated year-end actual costs and revenues for CONTRACTOR's program  
4 described in the Services Paragraph of this Exhibit A to the Contract.

5           3. The Expenditure and Revenue and Year-End Projection report shall be received by  
6 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
7 reported.

8           C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
9 These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report  
10 overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract, and  
11 staff hours worked by position. The reports will be received by ADMINISTRATOR no later than twenty  
12 (20) calendar days following the end of the month being reported.

13           D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
14 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form  
15 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no  
16 later than fifteen (15) calendar days following the end of the month being reported, unless otherwise  
17 specified. Programmatic reports will include, but not be limited to, the following:

18           1. Training provided to staff.

19           2. A description of CONTRACTOR's progress in implementing the provisions of the  
20 Contract, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,  
21 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it is  
22 or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify  
23 what steps will be taken to achieve satisfactory progress.

24           3. CONTRACTOR shall be prepared to present and discuss its programmatic reports at its  
25 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing  
26 satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken  
27 to achieve satisfactory progress.

28           E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
29 that adversely affect the quality or accessibility of Client-related services provided by, or under contract  
30 with, COUNTY as identified in the HCA P&Ps.

31           F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
32 welfare of Clients including, but not limited to, serious physical harm to self or others, serious  
33 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
34 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of any such  
35 serious adverse incident, and complete a Special Incident Report in accordance with established P&Ps.

36           G. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
37 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as

1 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information  
2 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

6 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
7 Reports Paragraph of this Exhibit A to the Contract.

## 8 9 **V. SERVICES**

### 10 **A. FACILITIES**

11 1. CONTRACTOR shall maintain two facility(ies) for the provision of Temporary Isolation  
12 Shelter Services for persons experiencing homelessness. The provision of room and board along with  
13 health care services in-house at the identified facilities will support COUNTY's COVID-19 response by  
14 mitigating exposure to COVID-19 for the vulnerable population who is at the highest risk of acquiring  
15 COVID-19. The sites are as follows:

16 a. Broadway Site located at 9942 W. Broadway, Anaheim, CA 92804: 50 beds with  
17 individual rooms for individuals presumed COVID-19 positive.

18 c. Overflow site located at 7555 Beach Blvd., Buena Park, CA 90620: Up to 50 overflow  
19 beds for individuals presumed COVID-19 positive. Overflow beds are only to be used after Broadway  
20 site has reached max capacity.

### 21 **B. CONTRACT TIMELINE**

22 1. This program will be established through and including March 31, 2022.

### 23 **C. ISOLATION SHELTER LOCATION SERVICES**

24 1. CONFIDENTIALITY REQUIREMENTS – CONTRACTOR agrees to maintain the  
25 confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory  
26 laws relating to privacy and confidentiality that currently exist or exist at any time during the term of  
27 this contract. All such records and information shall be considered confidential and kept confidential by  
28 CONTRACTOR and CONTRACTOR's staff, agents and employees.

29 2. SERVICES: The goal of the Temporary Isolation Shelter Services is to provide short-term  
30 shelter and comprehensive care delivered by a team of providers that include a physician, psychiatrist,  
31 physician assistant, nurse practitioner, counselors, behavioral health therapists, social workers, and case  
32 managers. The sites shall be staffed 24/7 with medical staff on-site including evenings and weekends.  
33 CONTRACTOR shall provide a telehealth program, which provides on demand health care services and  
34 avoids unnecessary utilization of the health care system. This includes but is not limited to homeless  
35 individuals exhibiting signs of illness who need isolation and quarantine. Services shall include:

36 a. Medical oversight;

37 b. Treatment and management of acute and chronic health needs;

1 c. Mental health services, treatment and counseling by onsite psychiatrist, licensed  
2 therapists, and social workers;

3 d. Post-hospital care and follow-up;

4 e. Dispensing prescriptions;

5 f. Medication management;

6 g. Telehealth; and

7 h. Referrals to specialist when necessary.

8 3. CONTRACTOR must operate and maintain two (2) temporary Isolation Shelter Locations.  
9 The capacity of each site may vary but the maximum program capacity will remain at original  
10 contracted amount of 100 beds.

11 4. CONTRACTOR must facilitate an access phone number to be used by shelter providers,  
12 homeless outreach teams, law enforcement, hospitals, Public Health Services and other homeless  
13 serving organizations to refer homeless participants into Temporary Isolation Shelter Locations.

14 a. CONTRACTOR must respond to all referral calls 24/7 with a live person to accept  
15 requests for medical screening and linkage to one of the Temporary Isolation Shelter Locations.

16 5. The use for any of the Isolation Shelter Locations can be changed by COUNTY in  
17 coordination with CONTRACTOR.

18 6. All financial responsibility for damages to the rooms are assumed by CONTRACTOR.

19 D. CONTRACTOR must provide a space for homeless individuals to isolate, rest and recover  
20 which is habitable, promotes physical functioning, adequate hygiene, and personal safety.

21 1. A bed available to each patient for 24 hours per day.

22 2. On-site showering facilities.

23 3. On-site or access to laundering facilities.

24 4. Access to secured storage for personal belongings.

25 5. Access to secured storage for medications if CONTRACTOR is not legally authorized to  
26 store/dispense medication.

27 6. At least three (3) meals per day and snacks.

28 7. Security guards on all sites 24 hours, 7 days a week; 4 per shift

29 8. Support pet needs of Clients.

30 9. Written policies and procedures for responding to life-threatening emergencies.

31 10. Compliant with State and local fire safety standards.

32 11. Transportation services.

33 12. Written code of conduct for patient behavior

34 E. CONTRACTOR must provide Medical Care Plan Coordination:

35 1. Supporting Client in isolation and recovery

36 2. Assisting Clients in navigating their health network and other support systems, as needed.

37



1 F. CONTRACTOR must follow applicable State and local guidelines and regulations related to  
2 hazardous waste handling and disposal, disease prevention, and safety. Written policies and procedures  
3 should address the following:

4 1. Safe storage, disposal, and handling of biomedical and pharmaceutical waste, including  
5 expired or unused medications and needles.

6 2. Managing exposure to bodily fluids and other biohazards.

7 3. Infection control and the management of communicable diseases, including following  
8 applicable reporting requirements.

9 4. Storage, handling, security, and disposal of patient medications, if patient medications are  
10 stored and/or handled by CONTRACTOR's staff.

11 G. CONTRACTOR must maintain clear policies and procedures for the screening and  
12 management of referrals in coordination with COUNTY.

13 1. Admission criteria

14 2. Screening tool

15 3. Point of contact and phone number to receive referrals for additional providers

16 4. HIPAA compliant communication

17 5. User agreement upon intake

18 H. CONTRACTOR must make on-going reassessments to determine recovery of each homeless  
19 individual within the program and make referrals to appropriate housing options.

20 I. CONTRACTOR must maintain clear policies and procedures for discharging Clients back to  
21 the community.

22 J. CONTRACTOR must maintain a medical record for each Client in a manner consistent with  
23 federal and state laws and regulations, including privacy laws.

24 K. CONTRACTOR must maintain an ongoing database in coordination with COUNTY of all  
25 patient services and transitions.

26 L. CONTRACTOR must facilitate safe and appropriate transitions out of Temporary Isolation  
27 Shelter Locations as follows.

28 1. When a Client's stay in the Temporary Isolation Shelter Services is complete,  
29 CONTRACTOR or assigned case management provider, if identified by COUNTY, must provide client-  
30 centered discharge planning to Clients in order to facilitate a smooth transition out of identified Isolation  
31 sites and back to their community of origin. Efforts shall be made to avoid referring individuals back to  
32 an unsheltered living situation.

33 2. Clients must be given an exit date of at least three days (72 hours) prior to discharge in  
34 order to support discharge planning. The 3-day notice does not apply to Clients that either self-exit or  
35 are exited for cause. This notice must be provided to the Client in writing, and a copy must be kept in a  
36 master file. A second document with the discharge date and discharge transition location or site must be  
37 provided to the Client for them to sign at least forty-eight (48) hours prior to discharge. A master



1 spreadsheet must be created to track discharge planning documents. CONTRACTOR must implement a  
 2 calendaring system that will track each Client’s appropriate date to provide a 3-day notice of transition  
 3 for check out and to guide the checkout process. Communication must be provided to coordinating  
 4 agencies. If a Client came from a shelter environment, the referring agency is expected to hold the bed  
 5 so that the Client can return to the shelter.

6 3. Transportation back to the community must be provided at time of check out, by either  
 7 CONTRACTOR or the assigned agency providing case management, their health network and other  
 8 support systems, as needed.

9  
 10 **VI. STAFFING**

11 A. CONTRACTOR shall have adequate and trained staff working with individuals struggling with  
 12 homelessness and medical issues and are able to assess the baseline of homeless individuals, provide  
 13 supportive and educational services onsite, and determine recovery.

14 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 15 Staffing Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B  
 2 TO THE CONTRACT FOR PROVISION OF  
 3 TEMPORARY ISOLATION SHELTER SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 THE ILLUMINATION FOUNDATION  
 8 JANUARY 1, 2022 THROUGH MARCH 31, 2022

9  
 10 **I. BUSINESS ASSOCIATE CONTRACT**

11  
 12 A. GENERAL PROVISIONS AND RECITALS

13 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and  
 14 Definitions Paragraph of Exhibit A to the Contract or in Subparagraph B below, shall have the same  
 15 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at  
 16 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
 37 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
3 with 45 CFR § 164.502(g).

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

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

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

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

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

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at  
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect  
24 electronic PHI and control access to it.

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in  
29 45 CFR § 160.103.

### 30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

28 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
30 and to make information related to such Disclosures available as would be required for COUNTY to  
31 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
32 45 CFR § 164.528.

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

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

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

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

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

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

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

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

37



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

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
6 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
7 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
9 CONTRACTOR shall develop and maintain a written information privacy and security program that  
10 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
11 CONTRACTOR's operations and the nature and scope of its activities.

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

16 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
17 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
18 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
19 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
20 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

21 a. Complying with all of the data system security precautions listed under Subparagraph  
22 E., below;

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

23 g. User IDs and Password Controls. All users must be issued a unique user name for  
24 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
25 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
26 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
27 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
28 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
29 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
30 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
31 from at least three (3) of the following four (4) groups from the standard keyboard:

- 32 1) Upper case letters (A-Z)
- 33 2) Lower case letters (a-z)
- 34 3) Arabic numerals (0-9)
- 35 4) Non-alphanumeric characters (punctuation symbols)

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media  
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods  
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
28 website access, file transfer, and E-Mail.

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

### 33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing  
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

#### 10 4. Business Continuity/Disaster Recovery Control

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

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

#### 23 5. Paper Document Controls

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

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

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



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

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

9 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
10 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
11 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include  
12 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in  
14 a single package shall be sent using a tracked mailing method which includes verification of delivery  
15 and receipt, unless the prior written permission of COUNTY to use another method is obtained.

#### 16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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



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

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

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

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

10                  4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
12 COUNTY.

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

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

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

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

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

#### 34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

35                  1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
36 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
37

1 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by  
2 COUNTY except for the specific Uses and Disclosures set forth below.

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

21 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
22 required by law.

#### 23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
32 42 USC § 17935(d)(2).

#### 33 I. OBLIGATIONS OF COUNTY

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

37

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

17 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to  
18 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,  
19 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

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

22 b. CONTRACTOR shall retain no copies of the PHI.

23 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
24 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
25 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
26 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
27 further Uses and Disclosures of such PHI to those purposes that make the return or destruction  
28 infeasible, for as long as CONTRACTOR maintains such PHI.

29 3. The obligations of this Business Associate Contract shall survive the termination of the  
30 Contract.

31  
32  
33  
34  
35  
36  
37

1 EXHIBIT C  
2 TO THE CONTRACT FOR PROVISION OF  
3 TEMPORARY ISOLATION SHELTER SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 THE ILLUMINATION FOUNDATION  
8 JANUARY 1, 2022 THROUGH MARCH 31, 2022  
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**  
11

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

14 A. DEFINITIONS

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

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

19 3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

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

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

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

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

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

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

1 regulations that require the production of information, including statutes or regulations that require such  
2 information if payment is sought under a government program providing public benefits.

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

## 6 B. TERMS OF CONTRACT

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

### 11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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



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

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

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

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

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

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

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



1 EXHIBIT D  
2 TO THE CONTRACT FOR PROVISION OF  
3 TEMPORARY ISOLATION SHELTER SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 THE ILLUMINATION FOUNDATION  
8 JANUARY 1, 2022 THROUGH MARCH 31, 2022  
9

10 **I. ADDITIONAL TERMS AND CONDITIONS**  
11

12 A. Contract Work Hours And Safety Standards Act -

13 1. Overtime requirements. No contractor or subcontractor contracting for any part of the  
14 contract work which may require or involve the employment of laborers or mechanics shall require or  
15 permit any such laborer or mechanic in any workweek in which he or she is employed on such work to  
16 work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation  
17 at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty  
18 hours in such workweek.

19 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of  
20 the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible  
21 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be  
22 liable to the United States (in the case of work done under contract for the District of Columbia or a  
23 territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be  
24 computed with respect to each individual laborer or mechanic, including watchmen and guards,  
25 employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each  
26 calendar day on which such individual was required or permitted to work in excess of the standard  
27 workweek of forty hours without payment of the overtime wages required by the clause set forth in  
28 paragraph (1) of this section.

29 3. *Withholding for unpaid wages and liquidated damages.* The County shall upon its own  
30 action or upon written request of an authorized representative of the Department of Labor withhold or  
31 cause to be withheld, from any moneys payable on account of work performed by the contractor or  
32 subcontractor under any such contract or any other Federal contract with the same prime contractor, or  
33 any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,  
34 which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy  
35 any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided  
36 in the clause set forth in paragraph (2) of this section.  
37

1           4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set  
2 forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include  
3 these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by  
4 any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of  
5 this section.

6           B. Clean Air Act And The Federal Water Pollution Control Act -

7           1. Clean Air Act

- 8                   a) The Contractor agrees to comply with all applicable standards, orders or regulations  
9                   issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 10                   b) The Contractor agrees to report each violation to the County and understands and  
11                   agrees that the County will, in turn, report each violation as required to assure  
12                   notification to the Federal Emergency Management Agency, and the appropriate  
13                   Environmental Protection Agency Regional Office.
- 14                   c) The Contractor agrees to include these requirements in each subcontract exceeding  
15                   \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

16           2. Federal Water Pollution Control Act

- 17                   a) The Contractor agrees to comply with all applicable standards, orders, or regulations  
18                   issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.  
19                   1251 et seq.
- 20                   b) The Contractor agrees to report each violation to the County and understands and  
21                   agrees that the County will, in turn, report each violation as required to assure  
22                   notification to the Federal Emergency Management Agency, and the appropriate  
23                   Environmental Protection Agency Regional Office.
- 24                   c) The Contractor agrees to include these requirements in each subcontract exceeding  
25                   \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

26           C. Suspension and Debarment -

27           1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt.  
28 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2  
29 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §  
30 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

31           2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart  
32 C, and must include a requirement to comply with these regulations in any lower tier covered transaction  
33 it enters into.

34           3. This certification is a material representation of fact relied upon by County. If it is later  
35 determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,  
36 subpart C, in addition to remedies available to County, the Federal Government may pursue available  
37 remedies, including but not limited to suspension and/or debarment.

1 4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart  
2 C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract  
3 that may arise from this offer. The bidder or proposer further agrees to include a provision requiring  
4 such compliance in its lower tier covered transactions.

5 D. Byrd Anti-Lobbying Amendment - 31 U.S.C. § 1352 (as amended) Contractors who apply or  
6 bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier  
7 above that it will not and has not used Federal appropriated funds to pay any person or organization for  
8 influencing or attempting to influence an officer or employee of any agency, a Member of Congress,  
9 officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining  
10 any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also  
11 disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal  
12 award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the  
13 certification(s) to the awarding agency. Contractor must execute the certification, as provided in Exhibit  
14 E.

15 E. Procurement of Recovered Materials -

16 In the performance of this Contract, the Contractor shall make maximum use of products containing  
17 recovered materials that are EPA-designated items unless the product cannot be acquired

- 18 1. Competitively within a timeframe providing for compliance with the contract performance  
19 schedule;
- 20 2. Meeting contract performance requirements; or
- 21 3. At a reasonable price.

22 I. Information about this requirement, along with the list of EPA- designated items, is  
23 available at EPA's Comprehensive Procurement Guidelines web site,  
24 <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

25 II. The Contractor also agrees to comply with all other applicable requirements of Section  
26 6002 of the Solid Waste Disposal Act.

27 F. Access To Records -

28 1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller  
29 General of the United States, or any of their authorized representatives access to any books, documents,  
30 papers, and records of the Contractor which are directly pertinent to this contract for the purposes of  
31 making audits, examinations, excerpts, and transcriptions.

32 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means  
33 whatsoever or to copy excerpts and transcriptions as reasonably needed.

34 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives  
35 access to construction or other work sites pertaining to the work being completed under the contract.  
36  
37

1           4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor  
2 acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews  
3 by the FEMA Administrator or the Comptroller General of the United States.

4           G. Department of Homeland Security (DHS) Seal, Logo, And Flags - The Contractor shall not use  
5 the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without  
6 specific FEMA pre-approval.

7           H. Compliance with Federal Law, Regulations, And Executive Orders - This is an  
8 acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.  
9 The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA  
10 policies, procedures, and directives.

11           I. No Obligation by Federal Government - The Federal Government is not a party to this Contract  
12 and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party  
13 pertaining to any matter resulting from the contract.

14           J. Program Fraud and False Or Fraudulent Statements Or Related Acts - The Contractor  
15 acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)  
16 applies to the Contractor's actions pertaining to this contract.

17           K. Equal Employment Opportunity - The Contractor shall comply with U.S. Executive Order  
18 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as  
19 supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California  
20 regulations as may now exist or be amended in the future. The Contractor shall not discriminate against  
21 any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion,  
22 sex, marital status, political affiliation or physical or mental condition.

23           Regarding handicapped persons, the Contractor will not discriminate against any employee or  
24 applicant for employment because of physical or mental handicap in regard to any position for which the  
25 employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity  
26 to handicapped persons in employment or in advancement in employment or otherwise treat qualified  
27 handicapped individuals without discrimination based upon their physical or mental handicaps in all  
28 employment practices such as the following: employment, upgrading, promotions, transfers,  
29 recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and  
30 selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of  
31 Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of  
32 discrimination against qualified handicapped persons in all programs and/or activities as detailed in  
33 regulations signed by the Secretary of the Department of Health and Human Services effective June 3,  
34 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be  
35 amended in the future.

1           Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of  
2 Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the  
3 future.  
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1 EXHIBIT E  
 2 CERTIFICATION REGARDING ANTI-LOBBYING  
 3 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
 4 AGREEMENTS  
 5

6 The undersigned certifies, to the best of his or her knowledge and belief, that:

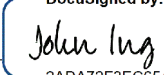
7  
 8 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
 9 undersigned, to any person for influencing or attempting to influence an officer or employee of an  
 10 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
 11 Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the  
 12 making of any Federal loan, the entering into of any cooperative agreement, and the extension,  
 13 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative  
 14 agreement.

15 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person  
 16 for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,  
 17 an officer or employee of Congress, or an employee of a Member of Congress in connection with this  
 18 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit  
 19 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20 3. The undersigned shall require that the language of this certification be included in the award  
 21 documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants,  
 22 loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.  
 23

24 This certification is a material representation of fact upon which reliance was placed when this  
 25 transaction was made or entered into. Submission of this certification is a prerequisite for making or  
 26 entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file  
 27 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than  
 28 \$100,000 for each such failure.

29 The Contractor, The Illumination Foundation, certifies or affirms the truthfulness and accuracy of each  
 30 statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees  
 31 that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements,  
 32 apply to this certification and disclosure, if any.

33 DocuSigned by:  
 34  \_\_\_\_\_ 11/17/2021  
2ADA72F3EC654AF...  
 35 Signature of Contractor's Authorized Official Date  
 36 John Ing Chief Financial Officer  
 37 Name and Title of Contractor's Authorized Official