AGENDA



REGULAR MEETING OF THE BOARD OF SUPERVISORS ORANGE COUNTY, CALIFORNIA

Tuesday, January 28, 2020 9:30 A.M.

BOARD HEARING ROOM, FIRST FLOOR 333 W. Santa Ana Blvd., 10 Civic Center Plaza Santa Ana, California

> MICHELLE STEEL CHAIR Second District

ANDREW DO VICE CHAIRMAN First District

DOUG CHAFFEESUPERVISOR
Fourth District

DONALD P. WAGNER
SUPERVISOR
Third District

LISA A. BARTLETT SUPERVISOR Fifth District

COUNTY EXECUTIVE OFFICER Frank Kim

COUNTY COUNSEL Leon J. Page CLERK OF THE BOARD Robin Stieler

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing in the agenda. To speak on an item, complete a Speaker Request Form(s) identifying the item(s) and deposit the completed form(s) in the box to the left of the podium. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Supervisors, you may do so during Public Comments at the end of the meeting. Speaker request forms must be deposited prior to the beginning of the consent calendar, the reading of the individual agenda items, the opening of the public hearing and/or the beginning of Public Comments. When addressing the Board, it is requested that you state your name and city of residence for the record. Members of the public desiring to speak should address the Board as a whole through the Chair. Speakers may address the Board on up to three occasions, with three minutes allotted to the speaker per occasion. PowerPoint and video presentations must be requested in advance of the meeting through the Clerk.

Supporting documentation is available for review in the Clerk of the Board of Supervisors office in the Hall of Administration, 333 W. Santa Ana Blvd., Room 465, Santa Ana, 92701 8:00 am - 5:00 pm, Monday-Friday.

The Agenda is available online at: http://ocgov.com/gov/bos/agenda

Meetings are broadcast live at http://bos.ocgov.com/video/video.html

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Clerk of the Board's Office 72 hours prior to the meeting at (714) 834-2206

INVOCATION: Supervisor Chaffee, Fourth District

PLEDGE OF ALLEGIANCE: Supervisor Wagner, Third District

I. PRESENTATIONS/INTRODUCTIONS (None)

II. CONSENT CALENDAR (Items 1-12)

All matters are approved by one motion unless pulled by a Board Member for discussion or separate action. At this time, any member of the public may ask the Board to be heard on any item on the Consent Calendar.

BOARD APPOINTMENTS

1. **Supervisor Chaffee -** Orange County Waste Management Commission - Appoint Tamara Wallace, Fullerton, to complete term ending 11/14/20

ELECTED DEPARTMENT HEADS

Auditor-Controller:

- Authorize Auditor-Controller to delete damaged, destroyed, dismantled, missing, obsolete, stolen and surplused equipment from County Executive Office capital asset inventories - All Districts
- 3. Receive and file Semi-Annual Fund/Budget Control Report for FY 2019-20 All Districts
- 4. Approve schedule of County Capital Assets Physical Inventory Dates for calendar years 2020 and 2021 All Districts

District Attorney:

- 5. Accept cash donation from Orange County Gang Reduction and Intervention Partnership (OC GRIP) for GRIP Program (\$412,000) All Districts
- 6. Accept donation of one 2017 Ford Mustang (valued at \$18,219) from Tuttle-Click Ford, Inc. for GRIP Program to support gang reduction and intervention programs; and direct Auditor-Controller to include vehicle in fixed asset inventory All Districts

HEALTH CARE AGENCY

- 7. Approve selection of and agreement with National Council on Alcoholism and Drug Dependence Orange County for community networking services for transitional age youth and young adults, 2/1/20 6/30/22 (\$713,589); renewable for two additional one-year terms; and authorize Director or designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute agreement District 5
- 8. Approve agreement with AIDS Services Foundation Orange County dba Radiant Health Centers for HIV Housing Plus Project services, 4/1/20 3/31/21 (\$732,532); and authorize Director or designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute agreement District 3

OC COMMUNITY RESOURCES

9. Accept donation of \$14,370 from Friends of the Fountain Valley Library for purchase of new furnishings - District 2

OC PUBLIC WORKS

10. Accept easement deed from Thomas Nguyen and Andrew K. Nguyen for additional right-of-way for Bolsa Avenue; and make California Environmental Quality Act and other findings - District 1

GENERAL ADMINISTRATION

Clerk of the Board:

- 11. Approve proposed amendments to the Conflict of Interest Code Designated Filer Exhibits for Placentia-Yorba Linda Unified School District Districts 3 and 4
- 12. Approve proposed amendments to the Conflict of Interest Code Designated Filer Exhibits for Capistrano Unified School District District 5

END OF CONSENT CALENDAR

III. DISCUSSION ITEMS (Items 13-28)

At this time, members of the public may ask the Board to be heard on the following items as those items are called.

ELECTED DEPARTMENT HEADS

13. **Sheriff-Coroner -** Approve contract MA-060-20010071 with Prado Family Shooting Range for outdoor range firearms training, two-year term (\$48,300 annually); renewable for one additional two-year term and one additional one-year term; and authorize County Procurement Officer or authorized Deputy to execute contract - All Districts

HEALTH CARE AGENCY

- 14. Approve master agreement with various providers of HIV Care services, 3/1/20 2/28/23 (\$10,198,908); approve selection of AIDS Services Foundation Orange County dba Radiant Health Centers, Laguna Beach Community Clinic, Inc. and Shanti Orange County for HIV Care services, 3/1/20 2/28/23; authorize Director or designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute individual agreements Districts 1, 3 and 5
- 15. Approve selection of and agreements with Emergency Ambulance Service, Inc. for Exclusive Operating Area A and Care Ambulance Service, Inc. for Exclusive Operating Areas B, C, D and E for 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and related services, 6/1/20 5/31/25; and authorize Director or designee to execute agreements All Districts
- 16. Ratify Medi-Cal Administrative Activities/Targeted Case Management agreement and Mental Health Medi-Cal Administrative agreement with County of Santa Cruz for continued participation in claiming processes for services reimbursable under County-based Medi-Cal Administrative Activities/Targeted Case Management, 7/1/19 6/30/20; and authorize Director or designee to execute agreements All Districts
- 17. Approve selection of and agreement with G and C Swan Inc dba His House/New Creation for adult residential drug Medi-Cal substance use disorder treatment services, 3/1/20 6/30/22; renewable for three additional one-year terms; and authorize Director or designee to execute agreement All Districts
- 18. Approve selection of and agreement with The Teen Project, Inc. for perinatal drug Medi-Cal substance use disorder treatment services, 3/1/20 6/30/22; renewable for three additional one-year terms; and authorize Director or designee to execute agreement District 3
- 19. Ratify Assignment, Novation and Consent agreements and amendment 1 to agreements with Aligned Telehealth, Inc. assigning to Aligned Telehealth, LLC for Psychiatry and Telepsychiatry services for Correctional Health Services Programs, 11/14/19 6/30/20; and authorize Director or designee to execute agreements and amendments All Districts

JOHN WAYNE AIRPORT

20. Authorize Director or designee to issue a Request for Qualifications and Request for Proposal for Airport Concession Development Program Phase 2, empanel a qualified group of experts to score the responsive proposals and return to the Board with recommendations; and make California Environmental Quality Act and other findings - District 2 (Continued from 1/14/20, Item 26)

OC COMMUNITY RESOURCES

21. **Acting as the Orange County Housing Authority -** Approve sale and transfer of Irvine Inn (formerly Irvine Inn SRO) from Irvine Inn Limited Partnership to Irvine Inn Apartments LP and assignment of County's Regulatory agreement to a new First Deed of Trust; and authorize Director or designee to execute agreements and related documents under certain conditions - District 3

OC PUBLIC WORKS

- 22. Approve cooperative agreement with City of Fountain Valley for Corridor D Bikeway Improvements Project, term ending 7/31/21 (\$500,000) District 2
- 23. Approve contract MA-080-20010556 with Scheidt & Bachmann USA, Inc. for parking access and revenue control system equipment, maintenance and repair services, 1/28/20 1/27/23 (\$2,523,905); renewable for two additional one-year terms; authorize County Procurement Officer or authorized Deputy to execute contract Districts 1 and 3
- 24. Approve aggregate contract MA-080-20010375 with The Machado Environmental Corporation dba Air Duct Cleaning Company and Covello's Pacific AirCare, Inc. for heating, ventilation, and air conditioning equipment and duct cleaning services, 1/28/20 1/27/23 (\$3,000,000); renewable for two additional one-year terms; authorize County Procurement Officer or authorized Deputy to execute contract; and make California Environmental Quality Act and other findings All Districts

GENERAL ADMINISTRATION

County Executive Office:

- 25. Approve recommended positions on introduced or amended legislation and consider other legislative subject matters All Districts
- Approve grant applications/awards submitted in 1/28/20 grant report and other actions as recommended All Districts
- 27. Approve FY 2019-20 Second Quarter Budget Report; approve related budget adjustments and obligated fund balances; amend master position control; direct Auditor-Controller to make payment from Fund 12J for DNA collection reimbursement; and approve addition of events to FY 2019-20 County Event Calendar All Districts (R.A. 1 requires 4/5 vote of members present)
- Approve amendment 3 to lease with Commonwealth DT, LLC for office space for Health Care Agency at 211 W. Commonwealth Avenue, Fullerton, 2/1/20 4/30/20 (\$56,659); authorize Chief Real Estate Officer or designee to execute subsequent documents and amendments for non-monetary and/or monetary changes under certain conditions; and make California Environmental Quality Act and other findings District 4

IV. PUBLIC HEARINGS (Item 29)

GENERAL ADMINISTRATION

29. **Supervisor Wagner -** Public Hearing to consider reading and adoption of "An Ordinance of the County of Orange, California, Amending Sections 7-9-141.4 and 7-9-141.6 of the Codified Ordinances of the County of Orange Regarding Group Home Regulations"; and make California Environmental Quality Act and other findings - All Districts

V. CLOSED SESSION (Item CS-1)

The Board will break for lunch at approximately 12:00 PM and may consider closed session matters during that break. The Board will then resume to handle any remaining business if necessary.

GENERAL ADMINISTRATION

CS-1. **County Executive Office -** CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:

Agency Negotiator: Tom Hatch

Employee Organizations: Orange County Attorneys Association (OCAA), International Union of

Operating Engineers (IUOE), and other non-represented employees

RE: Terms and conditions of employment

VI. PUBLIC, CEO, BOARD COMMENTS & ADJOURNMENT

PUBLIC COMMENTS:

At this time, members of the public may address the Board of Supervisors regarding any off-agenda items within the subject matter jurisdiction of the Board of Supervisors provided that NO action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person, unless different time limits are set by the Chair subject to the approval of the Board.

COUNTY EXECUTIVE OFFICER COMMENTS:

BOARD COMMENTS:

At this time, members of the Board of Supervisors may comment on agenda or non-agenda matters and ask questions of or give directions to staff; provided that NO action may be taken on off-agenda items unless authorized by law.

ADJOURNED:

NEXT MEETINGS:

February 4, 2020 No Scheduled Meeting
February 11, 2020 Regular Scheduled Meeting
February 18, 2020 No Scheduled Meeting

Agenda Item



AGENDA STAFF REPORT

ASR Control 20-000051

MEETING DATE: 01/28/20

TO: Orange County Clerk of the Board

LEGAL ENTITY TAKING ACTION: Board of Supervisors **SUBMITTING AGENCY/DEPARTMENT:** Supervisor Chaffee

DEPARTMENT CONTACT PERSON(S): Montana Sudul (714) 834-3440

LaShe Rodriguez (714) 834-3440

CATEGORY: Consent Calendar

SUBJECT: Appoint Tamara Wallace to Waste Management Commission

RECOMMENDED ACTION:

It is my intent to appoint:

Name: Tamara Wallace City & Zip: Fullerton, CA 92831

To the: Orange County Waste Management Commission

Position Slot, if applicable: Public Member

Name of incumbent being replaced: Chad Wanke

Terms Years: 2 **Dates:** 11/15/18-11/14/20

Vacancy created by: Expiration of Term

Nomination to: Appoint

Qualifications: Attached

Remarks: N/A

SEP 26 2019



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:

Clerk of the Board of Supervisors 333 West Santa Ana Blvd., Suite 465 Santa Ana, California 92701 Website: www.ccgov.com/gov/cob/ (FOR COUNTY USE ONLY)

CURRENT EMPLOYER: OCCUPATION/JOB TITLE: BUSINESS ADDRESS: BUSINESS PHONE NUMBE CEMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would in the common of the common	NAME OF BOARD, COMMISS	ION, OR COL	MMITTEE	TO WH	CH YOU	ARE APPLY	ING FOR MEN	MBERSHIP
APPLICANT NAME AND RESIDENCE ADDRESS: Tamara Lauren Wallace First Name Middle Name Last Name CURRENT EMPLOYER: OCCUPATION/JOB TITLE: BUSINESS ADDRESS: BUSINESS PHONE NUMBE EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would in	And the state of t			-				
Tamara Lauren Wallace First Name Middle Name Last Name CURRENT EMPLOYER: OCCUPATION/JOB TITLE: BUSINESS ADDRESS: BUSINESS PHONE NUMBE EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would in	SUPERVISORIAL DISTRICT II	WHICH YO	U RESIDI	E: □ Fir	st 🗌 Se	cond Th	ird 📕 Fourti	ı . 🔲 Fifth
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Page 2 of 2

Tamara Wallace

Focused passion and experience in sustainability, education, public policy Excited to continue developing my leadership and managerial skills, growing my professional networks, and learning about new and innovative strategies.

Work Experience

Sustainability Programs Manager

CALIFORNIA STATE UNIVERSITY, CHANCELLOR'S OFFICE July 2018 to Present

Lead systemwide coordination of campus liaisons for information sharing, collaboration, and strategic planning

Strategic planning for climate adaptation resiliency

Grant management and reporting (Principle Investigator, \$1.2 million)

Prepared CSU Board of Trustees policies, presentations, and reports

Public agency engagement and advocacy

Recruited and managed 1-2 student research assistants Sustainability Analyst

CALIFORNIA STATE UNIVERSITY, FULLERTON November 2013 to June 2018

Recruited and managed 2 student event coordinators

Prepared and managed data reporting project for STARS® reports and Second Nature Carbon Commitment

Event management and coordination

Community outreach, engagement, communications

Adjunct Instructor

Irvine Valley College - Irvine, CA August 2013 to May 2014

Coursework instructed: Introduction to Resource Management, Culture and Zero Waste, and World Regional Geography

Lead Naturalist

Irvine Ranch Outdoor Education Center - Irvine, CA June 2010 to June 2011

Sustainability Intern

CITY OF BALDWIN PARK October 2008 to April 2010

Education

MASTER OF ARTS in Geography of Natural Resources

California State University
May 2013

BACHELOR OF ARTS in GEOGRAPHY

California State University May 2008

Skills

Community outreach (9 years), Prosci Change Practitioner (Less than 1 year), Public policy engagement (1 year), public speaking (6 years), community outreach and communications (5 years)

Links

https://www.linkedin.com/in/tamarawallace1

Certifications/Licenses

LEED Green Associate

February 2010 to February 2013

Prosci Change Practitioner

August 2019 to Present

Assessments

Supervisory Skills: Interpersonal Skills — Highly Proficient

September 2019

Maintaining productive team relationships by identifying conflict and settling disputes. Full results: https://share.indeedassessments.com/share_assignment/ct24ldbsnlywkk8h

Human Resources Skills: Recruiting — Familiar

September 2019

Managing the candidate sourcing and selection process.

Full results: https://share.indeedassessments.com/share_assignment/ulcyohpj-tsxtbug

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

SKIJ_EL5

LEED® Green Associate(TM)

Prosci® Change Practitioner

Public policy engagement, state agency advocacy, community outreach and communications, public speaking, academics and research

Tamara Wallace, Sustainability Programs Manager

California State University, Office of the Chancellor



Tamara Wallace is the Sustainability Programs Manager with the California State University, Office of the Chancellor. Working in the field of sustainability for the past 10 years, Tamara champions the strategic vision of sustainability in higher education. The world-class success stories of CSU workforce development at the 23 campuses, educating 500,000 students this year alone, have an undeniable impact on the state of California. Recognizing this impact to drive sustainability initiatives through the largest public university system in the country has inspired and focused Tamara's passion and motivation for student success initiatives through sustainability learning opportunities. As a CSU alumna, Tamara continues to advocate for student engagement, university carbon neutrality, and climate literacy education to better prepare CSU students as future leaders of our world.

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001253

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Auditor-Controller (Approved) **DEPARTMENT CONTACT PERSON(S):** Frank Davies (714) 834-2450

JC Squires (714) 834-5521

SUBJECT: Request to Remove Items from Capital Asset Inventory

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 09/24/2019 #5, 05/21/2019 #2, 09/25/2018 #5, 05/22/2018 #3

RECOMMENDED ACTION(S):

Authorize the Auditor-Controller to delete capital asset items shown on Attachment A from County Executive Office capital asset inventory.

SUMMARY:

Authorizing the Auditor-Controller to delete damaged, destroyed, dismantled, missing, obsolete, stolen and surplused equipment from the departmental capital asset inventory will provide department with more reliable and accurate capital asset records.

BACKGROUND INFORMATION:

Board Resolution 93-1390 delegated capital asset policy and procedure revisions to the Auditor-Controller. County Accounting Procedure, FA-4 "Capital Assets - Equipment", sets forth the procedures for departments to properly account for and control equipment. Departments must conduct periodic inventories of capital assets and report the results to the Auditor-Controller.

Assets that are damaged, destroyed, dismantled, missing, obsolete, stolen or surplused must be reported to the Auditor-Controller with explanations and a request to delete the items from the official inventory records. The Auditor-Controller reviews deletion requests for compliance with established procedures and periodically submits the requests to the Board of Supervisors (Board) for review and approval.

This Agenda Staff Report includes a request for deletion of capital assets from the inventory records for the County Executive Office.

Attachment A lists assets reported by department as being damaged, destroyed, dismantled, missing, obsolete, stolen and surplused. Copies of department's request to delete the specified assets are included as Attachment B. Finally, per Board directive, a five-year history schedule of capital assets reported as missing, dismantled, destroyed and stolen is included as Attachment C.

Prior Board Actions:

On September 24, 2019, the Board approved the deletion request for OC Community Resources, Probation, Health Care Agency and Registrar of Voters capital asset inventories. On May 21, 2019, the Board approved the deletion request for John Wayne Airport and OC Waste & Recycling capital asset inventories. On September 25, 2018, the Board approved the deletion request for Clerk-Recorder, Sheriff-Coroner and OC Public Works capital asset inventories. On May 22, 2018, the Board approved the deletion request for Health Care Agency capital asset inventory.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Schedule of Capital Assets reported as Damaged, Destroyed, Dismantled, Missing, Obsolete, Stolen and Surplused

Attachment B - Copy of Department Request for Relief of Accountability

Attachment C - Schedule of Capital Assets Reported as Missing, Dismantled, Destroyed, and Stolen - 5 Year + Current History

Attachment D - Board of Supervisors Resolution 93-1390

SCHEDULE OF CAPITAL ASSETS REPORTED AS DAMAGED, DESTROYED, DISMANTLED, MISSING, OBSOLETE, STOLEN, AND SURPLUSED FY 2019-20

			CAPITAL ASSET			ACQUISITION		ACQUISITION
	INVENTORY /	DISPOSITION	NUMBER	DESCRIPTION	BUD	COST	NET BOOK VALUE	DATE
INDEX DEPARTMENT	REPORT DATE	(NOTE 1)	(NOTE 1)	(NOTE 2)	CTRL	(NOTE 2)	(NOTE 3)	(NOTE 3)
A. COUNTY EXECUTIVE OFFICE	9/17/2019	MISSING OBSOLETE	28000 46546	VOICE MAIL SYSTEM NETWORK PROTOCOL ANALYZER	289 289	93,510.32 39.936.03	-	Dec-93 Feb-97
		OBSOLETE	46590	HEWLETT PACKARD J2300 INTERNET ADVISOR	289	107,748.51	-	May-98
		OBSOLETE	46728	HP LASERJET 9000 DN PRINTER	289	5,479.91	-	Jun-01
		OBSOLETE	46845	HP PROLIANT DL380 SERVER	289	6,102.96	-	Feb-04
		MISSING	46856	BROADCAST AGENT-HARDWARE HP DL380G3 X 3.2GHZ	289	7,593.14	-	Jul-04
		OBSOLETE	46926	FASTIRON EDGE X SERIES WITH LC CONNECTOR	289	9,939.48	-	Jan-07
		OBSOLETE	46942	FASTIRON EDGE X SERIES WITH LC CONNECTOR	289	9,939.47	-	Jan-07
		OBSOLETE OBSOLETE	46946 66339	FASTIRON EDGE X SERIES NAMIBIA/HP PROLIANT DL 385 ESX SERVER	289 289	9,172.89 18,008.07	-	Jan-07 Jun-07
		OBSOLETE	66342	RWANDA/HP PROLIANT DL 385 ESX SERVER	289	18,008.07	-	Jun-07 Jun-07
		OBSOLETE	70717	HP PROLIANT DL380 SERVER	289	12,340.49	-	Sep-07
		OBSOLETE	70727	NETIRON MLX-4-AC C-29 ROUTER #2	289	64,408.50	-	Feb-08
		OBSOLETE	70736	FASTIRON EDGE X SERIES WITH FULL LAYER 3 CODE	289	8,018.26	-	Mar-08
		OBSOLETE	70741	INTERNAL LOAD BALANCER&16-PORT MODL S/N 214909	289	37,436.31	-	Mar-08
		OBSOLETE	70783	FASTIRON GS 648P-POE L2 SW, 48 10/100/1000	289	6,878.60	-	Jul-08
		OBSOLETE	73824	PROVENTIA NETWORK SENSOR GX5008 (196)	289	7,148.73	-	Jul-09
		OBSOLETE OBSOLETE	73832 73935	PROVENTIA NETWORK SENSOR GX4004 (COURTS)	289 289	7,902.55	3,937.81	Dec-09
		OBSOLETE	73935 73935	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004 XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	289 289	114,071.40 114,071.40	3,937.81	Sep-14 Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASK 1004 XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASK 1004	289	114,071.40	3,937.81	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	289	114,071.40	3,937.81	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/C05, ROUTER MEDIUM CISCO 3925E	289	19,884.01	686.41	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/C05, ROUTER MEDIUM CISCO 3925E	289	19,884.01	686.41	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, ROUTER LARGE CISCO ASR 1004	289	114,071.40	39,987.58	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, ROUTER LARGE CISCO ASR 1004	289	114,071.40	39,987.58	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Sep-14
		OBSOLETE OBSOLETE	73935 73935	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48 XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	289 289	23,023.59 23,023.59	8,070.88 8,070.88	Sep-14 Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3650-46 XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Sep-14 Sep-14
		OBSOLETE	73935	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Sep-14
		OBSOLETE	73936	XEROX VOIP, C10, SWITCH LARGE CISCO 4507E	289	26,163.17	3,153.92	Feb-15
		OBSOLETE	73936	XEROX VOIP, C10, SWITCH LARGE CISCO 4507E	289	26,163.17	3,153.92	Feb-15
		OBSOLETE	73936	XEROX VOIP, C10, ROUTER SMALL CISCO 2951	289	11,872.84	1,750.02	Feb-15
		OBSOLETE	73940	XEROX VOIP, C29D, ROUTER MEDIUM CISCO 3925E	289	19,884.01	686.41	Sep-14
		OBSOLETE	73940	XEROX VOIP, C29D, ROUTER MEDIUM CISCO 3925E	289	19,884.01	686.41	Sep-14
		OBSOLETE OBSOLETE	73940 73940	XEROX VOIP, C29D, ROUTER MEDIUM CISCO 3925E XEROX VOIP, C29D. ROUTER MEDIUM CISCO 3925E	289 289	19,884.01 19.884.01	686.41 686.41	Sep-14 Sep-14
		OBSOLETE	73940	XEROX VOIP, C29D, ROOTER MEDIUM CISCO 3923E XEROX VOIP, C29D, SWITCH X-LARGE CISCO 7010	289	136,048.46	4,696.47	Sep-14
		OBSOLETE	73940	XEROX VOIP, C29D, SWITCH SMALL, CISCO 2248TP-E	289	15,697.90	541.90	Sep-14
		OBSOLETE	73945	XEROX VOIP, C97, ROUTER SMALL CISCO 2951	289	11,872.84	409.86	Sep-14
		OBSOLETE	73945	XEROX VOIP, C97, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE	73945	XEROX VOIP, C97, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE	73946	XEROX VOIP, C98, ROUTER MEDIUM CISCO ASR 1002	289	107,792.24	3,721.05	Sep-14
		OBSOLETE	73946	XEROX VOIP, C98, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE OBSOLETE	73947 73947	XEROX VOIP, DDC, ROUTER LARGE CISCO ASR 1004 XEROX VOIP, DDC, ROUTER LARGE CISCO ASR 1004	289 289	114,071.40 114,071.40	3,937.81 3,937.81	Sep-14
		OBSOLETE	73947 73947	XEROX VOIP, DDC, ROUTER LARGE CISCO ASR 1004 XEROX VOIP, DDC, SWITCH MEDIUM CISCO 3850-48	289 289	23.023.59	3,937.81 794.79	Sep-14 Sep-14
		OBSOLETE	73947	XEROX VOIP, DDC, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE	73949	XEROX VOIP, PDC, ROUTER LARGE CISCO ASR 1004	289	114,071.40	3,937.81	Sep-14
		OBSOLETE	73949	XEROX VOIP, PDC, ROUTER LARGE CISCO ASR 1004	289	114,071.40	3,937.81	Sep-14
		OBSOLETE	73949	XEROX VOIP, PDC, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE	73949	XEROX VOIP, PDC, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	794.79	Sep-14
		OBSOLETE	73960	XEROX VOIP, H54, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	3,847.78	May-15
		OBSOLETE	73961	XEROX VOIP, C23, ROUTER SMALL CISCO 2951	289	11,872.84	2,068.80	May-15
		OBSOLETE OBSOLETE	73961 73961	XEROX VOIP, C23, SWITCH MEDIUM CISCO 3850-48 XEROX VOIP, C23, SWITCH MEDIUM CISCO 3850-48	289 289	23,023.59 23,023.59	4,011.78 4,011.78	May-15
		OBSOLETE	73961 73971	XEROX VOIP, C23, SWITCH MEDIUM CISCO 3850-48 XEROX VOIP, C07, SWITCH LARGE CISCO 6506E	289 289	23,023.59 87,908.23	4,011.78 24,277.12	May-15 Nov-15
		OBSOLETE	73971	XEROX VOIP, C07, SWITCH LARGE CISCO 6506E	289	87,908.23	24,277.12	Nov-15
		OBSOLETE	73971	XEROX VOIP, C07, SWITCH LARGE CISCO 6506E	289	87,908.23	24,277.12	Nov-15
		OBSOLETE	73971	XEROX VOIP, C07, SWITCH LARGE CISCO 6506E	289	87,908.23	24,277.12	Nov-15

SCHEDULE OF CAPITAL ASSETS REPORTED AS DAMAGED, DESTROYED, DISMANTLED, MISSING, OBSOLETE, STOLEN, AND SURPLUSED FY 2019-20

				CAPITAL					
				ASSET			ACQUISITION		ACQUISITION
		INVENTORY /	DISPOSITION	NUMBER	DESCRIPTION	BUD	COST	NET BOOK VALUE	DATE
INDEX	DEPARTMENT	REPORT DATE	(NOTE 1)	(NOTE 1)	(NOTE 2)	CTRL	(NOTE 2)	(NOTE 3)	(NOTE 3)
	COUNTY EXECUTIVE OFFICE		OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
	(CONTINUED)		OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
	,		OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
			OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
			OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
			OBSOLETE	73972	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	289	87,908.23	24,614.30	Nov-15
			OBSOLETE	73973	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	289	87,908.23	24,662.47	Nov-15
			OBSOLETE	73973	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	289	87,908.23	24,662.47	Nov-15
			OBSOLETE	73973	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	289	87,908.23	24,662.47	Nov-15
			OBSOLETE	73974 73974	XEROX VOIP, C76, ROUTER SMALL CISCO 2921	289	7,529.76	2,166.10	Dec-15
			OBSOLETE OBSOLETE	73974 73974	XEROX VOIP, C76, SWITCH LARGE CISCO 6506E XEROX VOIP, C76, SWITCH LARGE CISCO 6506E	289 289	87,908.23 87,908.23	25,288.67 25,288.67	Dec-15
			OBSOLETE	73974 73975	XEROX VOIP, C76, SWITCH LARGE CISCO 6506E XEROX VOIP, C96, ROUTER MEDIUM CISCO 3925E	289	19,884.01	5,730.96	Dec-15 Dec-15
			OBSOLETE	73976	XEROX VOIP, C50, ROUTER MEDIUM CISCO 3925E XEROX VOIP, C52, ROUTER MEDIUM CISCO 3925E	289	19,884.01	5,741.85	Dec-15
			OBSOLETE	73976	XEROX VOIP, C52, SWITCH LARGE CISCO 6506E	289	87,908.23	25,385.01	Dec-15
			OBSOLETE	73977	XEROX VOIP, 632, GWITCH EARGE GISCO 3300E XEROX VOIP, E02, ROUTER MEDIUM CISCO 3925E	289	19.884.01	5.839.91	Dec-15
			OBSOLETE	73978	XEROX VOIP, H02, ROUTER SMALL CISCO 2921	289	7,529.76	2,223.86	Dec-15
			OBSOLETE	73978	XEROX VOIP, H02, ROUTER SMALL CISCO 2951	289	11,872.84	3,662.44	Dec-15
			OBSOLETE	73978	XEROX VOIP, H02, SWITCH LARGE CISCO 6506E	289	87,908.23	27,117.24	Dec-15
			OBSOLETE	73980	XEROX VOIP, S76, ROUTER SMALL CISCO 2921	289	7,529.76	2,265.12	Dec-15
			OBSOLETE	73981	XEROX VOIP, C04, ROUTER SMALL CISCO 2921	289	7,529.76	2,265.12	Dec-15
			OBSOLETE	73983	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	289	107,792.24	37,786.42	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	289	107,792.24	37,786.42	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	289	107,792.24	37,786.42	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	289	107,792.24	35,548.12	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, SWITCH LARGE CISCO 6506E	289	87,908.23	30,816.11	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	289	26,163.17	9,171.47	Feb-16
			OBSOLETE	73983	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	289	26,163.17	9,171.47	Feb-16
			OBSOLETE OBSOLETE	73983 73983	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	289 289	26,163.17 26,163.17	9,171.47 9,171.47	Feb-16 Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 4507E XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	289	87,908.23	28,798.55	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	7,542.47	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	7,542.47	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	7,542.47	Feb-16
			OBSOLETE	73985	XEROX VOIP, N06, SWITCH SMALL CISCO 2248TP-E	289	15,697.90	5,142.59	Feb-16
			OBSOLETE	73989	XEROX VOIP, N71, SWITCH SMALL CISCO 2248TP-E	289	15,697.90	5,502.87	Mar-16
			OBSOLETE	73990	XEROX VOIP, N31, ROUTER SMALL CISCO 2951	289	11,872.84	4,162.00	Mar-16
			OBSOLETE	73990	XEROX VOIP, N31, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Mar-16
			OBSOLETE OBSOLETE	73991 73991	XEROX VOIP, N14, ROUTER LARGE CISCO ASR 1004 XEROX VOIP, N14, ROUTER LARGE CISCO ASR 1004	289 289	114,071.40 114,071.40	39,987.58 39,987.58	Mar-16 Mar-16
			OBSOLETE	73991	XEROX VOIP, N14, ROUTER LARGE CISCO ASK 1004 XEROX VOIP, N14, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Mar-16
			OBSOLETE	73991	XEROX VOIP, N14, SWITCH MEDIUM CISCO 3850-48 XEROX VOIP, N14, SWITCH MEDIUM CISCO 3850-48	289	23,023.59	8,070.88	Mar-16
			OBSOLETE	73993	XEROX VOIP, N19, ROUTER LARGE CISCO ASR 1004	289	114,071.40	39,987.58	Mar-16
			OBSOLETE	74202	CATALYST 4500 E-SERIES	289	12,740.82	-	Jun-13
					TOTAL DELETION FOR DEPT.		5,992,804.21	1,309,915.40	
					DIV BY TOTAL EQUIPMENT ASSETS FOR DEPT		\$ 91,865,713.07	\$ 9,204,328.42	
					DELETION AS % OF TOTAL	•	6.52%	14.23%	

SCHEDULE OF CAPITAL ASSETS REPORTED AS DAMAGED, DESTROYED, DISMANTLED, MISSING, OBSOLETE, STOLEN, AND SURPLUSED FY 2019-20

INDEX	DEPARTMENT	INVENTORY / REPORT DATE	DISPOSITION (NOTE 1)	CAPITAL ASSET NUMBER (NOTE 1)	DESCRIPTION (NOTE 2)	BUD CTRL	ACQUISITION COST (NOTE 2)	NET BOOK VALUE (NOTE 3)	ACQUISITION DATE (NOTE 3)	
В.	REGISTRAR OF VOTERS	5/29/2019	MISSING MISSING MISSING	70476	APPLE MAC QUADRA 800 8/500 33MHZ COMPUTER COMPUTERIZED PRINTING MGMT SYSTEM PLOTTER CANON BUBBLE JET 9000	297 297 297	6,173.02 51,189.41 8,834.44	- - -	Mar-94 May-06 Sep-02	(5) (5) (5)
			TOTAL DELETIC DIVIDED BY TO DELETIONS AS	TAL EQUIPME	TOTAL DELETION FOR DEPT. DIV BY TOTAL EQUIPMENT ASSETS FOR DEPT DELETION AS % OF TOTAL 20 TO DATE NT ASSETS FOR COUNTY		66,196.87 \$ 10,906,917.97	\$ 5,608,136.60 0.00% \$ 1,314,362.36 \$ 133,384,443.84 0.99%		

Notes:

- (1) Source: Information obtained from Relief of Accountability Requests from the Departments.
- (2) Source: Information obtained from CAPS+ Data Warehouse Equipment Listing as of June 30, 2019.
- (3) Book Value is the Acquisition Cost less Accumulated Depreciation.
- (4) Asset with multiple components .
- (5) Assets were recorded as transfer from County Executive Office to Registrar of Voters, but actual assets were not transferred to Registrar of Voters. Assets were not located prior to the transfer.



May 29, 2019

To:

Ryan Grace, Auditor-Controller/Capital Assets Manager - General Accounting

From:

Frank Kim, County Executive Office/County Executive Officer

Subject:

Capital Asset Relief of Accountability Request

Please remove Capital Asset numbers 28000, 46856, 59801, 70476 and 71268 from the Capital Asset Inventory Listing and relieve me from accountability of associated assets. These items have been fully depreciated and are over ten years old.

Capital Assets 28000 and 46856 are believed to have been surplused with other obsolete equipment and Capital Assets 59801, 70476 and 71268 continue to be unlocatable. All physical locations have been thoroughly searched with no success in locating these items.

If you have any questions or require additional information, please contact Selina Chan-Wychgel at (714) 834-7050 or selina.chan-wychgel@ocgov.com.

Attachment: Exhibit II - Funds 289 & 297 Listing of Exceptions to Capital Asset Inventory as of 7/31/2018

Cc: Michelle Aguirre, County Executive Office/Office of Finance James Martin, County Executive Office/OC Information Technology

ATTACHMENT B

EXHIBIT II FUNDS 289 & 297 - LISTING OF EXCEPTIONS TO CAPITAL ASSET INVENTORY AS OF 7/31/2018

	items Not round
ı	

2019.	\$8,834.44 2019	PLOTTER CANON BUBBLE JET 9000	N/A	71268
Department will request for Relief of Accountability in May				
fully depreciated and beyond the 5 year useful life.				
transferred from Department 017 to Department 031. Asset is				
Asset was not located prior to Budget Control 297 being				
2019.	\$51,189.41	COMPUTERIZED PRINTING MGMT SYSTEM	N/A	70476
Department will request for Relief of Accountability in May				
fully depreciated and beyond the 5 year useful life.				
transferred from Department 017 to Department 031. Asset is				
Asset was not located prior to Budget Control 297 being				
2019:	\$6,173.02	APPLE MAC QUADRA 800 8/500 33MHZ COMPUTER	хсз2993ТС	59801
Department will request for Relief of Accountability in May				
fully depreciated and beyond the 5 year useful life.				
transferred from Department 017 to Department 031. Asset is				
Asset was not located prior to Budget Control 297 being				
Accountability in May 2019.	\$7,593.14	BROADCAST AGENT-HARDWARE HP DL380G3 X 3.2GHZ	EA1VKJNZ33	46856
useful life. Department will request for Relief of				
not removed. Asset is fully depreciated and beyond the 5 year				
OCIT requested to remove asset in October 2014. Asset was				
Accountability in May 2019.	\$93,510.32	VOICE MAIL SYSTEM	N/A	28000
year useful life. Department will request for Relief of	•			
not removed. Asset is fully depreciated and beyond the 10				
OCIT requested to remove asset in October 2014. Asset was				
Explanation	Cost	Description	Serial No.	Asset No.
				Capital

Items to be Added to Inventory

Capital				
Asset No.	Serial No.	Description	Cost	Explanation
NONE				

Page 1 of 1



County Executive Office

Memorandum

September 17, 2019

To:

Auditor-Controller, General Accounting Unit

From:

Frank Kim, County Executive Officer

Subject:

Relief of Accountability for Obsolete Capital Assets

Master Services Agreement (MSA) No. MA-017-13012100, a service contract for voice and data network services, was approved by the Board of Supervisors on September 10, 2013. During the contract period, the Managed Services provider, Atos, procured, deployed and managed fixed assets related to the services they provided the County. The MSA with Atos expired in March 2019 and Science Applications International Corporation (SAIC) is now the new provider. During the transition period, Orange County Information Technology (OCIT) executed a work order with Atos and had two resources accompany SAIC on the wall-to-wall inventory.

In August 2019, SAIC provided OCIT the wall-to-wall inventory of IT equipment. The attached list identifies equipment that are obsolete.

OCIT requests deletion of these items from the capital asset inventory and relief of accountability for the items.

The County has reverted to procuring and owning all equipment and tools and providing them to SAIC to carry out the services. SAIC is responsible for tracking all equipment and delivering accurate quarterly Configuration Management Databases (CMDBs) to the County under the MSA. Using these CMDBs, OCIT will be completing inventories going forward and updating CAPS+ annually.

									<u>ATT</u> ACHMENT	В
66342	66339	46946	46942	46926	46845	46728	46590	46546	OCIT Obsolete Assets Sount : 1/2 ASSC Capital Asset # Comp #	
0001	0001	0001	0001	0001	0001	0001	0001	0001	Assets 2 ASSC	
RWANDA/HP PROLIANT DL 385 ESX SERVER	NAMIBIA/HP PROLIANT DL 385 ESX SERVER	FASTIRON EDGE X SERIES	FASTIRON EDGE X SERIES WITH LC CONNECTOR	FASTIRON EDGE X SERIES WITH LC CONNECTOR	HP PROLIANT DL380 SERVER	HP LASERJET 9000 DN PRINTER	HEWLETT PACKARD J2300 INTERNET ADVISOR	NETWORK PROTOCOL ANALYZER	Equipment: Network Hardware S Capital Asset Description	
289	289	289	289	289	289	289	289	289	Fund	
017	017	017	017	017	017	017	017	017	Dept	
1100	1100	1100	1100	1100	1100	1100	1100	1100	Unit	
289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	ВС	
1100 289 289-1100	289 289-1100	.89-1100	289 289-1100	1100 289 289-1100	289 289-1100	.89-1100	.89-1100	.89-1100	BU	
C29D - 1400 S. GRAND AVENUE, DATA CENTER, Rack 17	CO1 - 333 W. SANTA ANA BLVD.,CEOIT OFFICES,Sreesha's office 2nd floor	C75 - 1928 S. GRAND 289 289-1100 AVENUE, TELCO ROOM,	GRAND AVENUE, TELCO ROOM, Cabinet A6	C29D - 1400 S. GRAND AVENUE, TELCO ROOM, Cabinet A6	1400 S. GRAND AVE~DC~C-H18	C29D - 1400 S. 289 289-1100 GRAND AVENUE,NPS OFFICES,Near BRC	1100 289 289-1100 AVENUE, NPS OFFICES, CABINET 10	C29D- 1400 S GRAND 289-1100 AVENUE, NPS OFFICES, CABINET 10	Deployment Location	
USE702V016	USE709V03T	FL48060824	PR22040008	FW43070030	D350LDN3H881	JPBCP03648	US37212408	US35352434	Serial #	
⋄	\$ 1	45-	₩.	₩.	\$	45	\$ 10	٠٠ ن	То	
18,008.07	18,008.07	9,172.89	9,939.47	9,939.48	6,102.96	5,479.91	107,748.51	39,936.03	Total Cost	
06/01/07	06/01/07	01/01/07	01/01/07	01/01/07	02/01/04	06/01/01	05/01/98	02/01/97	Acquisition Date	
									JV/PRC#	
ū	И	и	И	И	ъ	υ	10	И	Useful Life	
06/01/07	06/01/07	01/01/07	01/01/07	01/01/07	02/01/04	06/01/01	05/01/98	02/01/97	In Service Date	
\$ 5,502.87	\$ 5,142.59	\$ 28,798.55	\$ 28,798.55	\$ 28,798.55	\$ 28,798.55	\$ 28,798.55	\$ 28,798.55	\$ 28,798.55	Net Book Value	

Capital Asset Group

													ATT	ACHMENT B
73935	73935	73935	73935	73935	73935	73832	73824	70783	70741	70736	70727	70717	Capital Asset #	OCIT Obsolete Assets
0024	0022	0021	0020	0019	0018	0001	0001	0001	0001	0001	0001	0001	Comp #	Assets
XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C04/05, SWITCH MEDIUM CISCO 3850-48	PROVENTIA NETWORK SENSOR GX4004 (COURTS)	PROVENTIA NETWORK SENSOR GX5008 (196)	FASTIRON GS 648P-POE L2 SW, 48 10/100/1000	INTERNAL LOAD BALANCER&16- PORT MODL S/N 214909	FASTIRON EDGE X SERIES WITH FULL LAYER 3 CODE	NETIRON MLX-4-AC C-29 ROUTER #2	HP PROLIANT DL380 SERVER	Capital Asset Description	Capital Asset Group Equipment: Network Hardware				
289	289	289	289	289	289	289	289	289	289	289	289	289	Fund	
017	017	017	017	017	017	017	017	017	017	017	017	017	Dept	
3329	3329	3329	3329	3329	3329	3320	3322	1100	1100	1100	1100	1100	Unit	
289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	BC	
289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3320	289-3322	89-1100	289-1100	289-1100	289-1100	289-1100	ви	
CLERK-RECORDER	CLERK-RECORDER	CLERK-RECORDER	CLERK-RECORDER	CLERK-RECORDER	CLERK-RECORDER	C13 - 700 CIVIC CENTER DRIVE,SWITCHROOM ,Basement	C29D - 1400 S. GRAND AVENUE,TELCO ROOM,	1100 289 289-1100 AVENUE, TELCO ROOM, PURCH-HOA-2	C29D - 1400 S. GRAND AVENUE,LAB,LAB	N06 - 1535 E. ORANGEWOOD,SERV ER ROOM,	C29D - 1400 S. GRAND AVENUE,LAB,Lab	C29D - 1400 S. GRAND AVENUE,DATA CENTER,Rack H32	Deployment Location	
						80909042X0089	2UX921095N	CY02083602	SA51070118	FW03080409	SA18075104	2UX7350396	Serial #	
\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	₩.	\$	٠,	ۍ ع	❖	\$ 6	\$ 1	Tot	
23,023.59	23,023.59	23,023.59	23,023.59	23,023.59	23,023.59	7,902.55	7,148.73	6,878.60	37,436.31	8,018.26	64,408.50	12,340.49	Total Cost	
03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	12/22/09	07/14/09	07/01/08	03/01/08	03/01/08	02/01/08	09/01/07	Acquisition Date	
MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100								JV/PRC#	
И	ъ	ū	ъ	И	ū	И	ъ	U	ъ	(J	U	ū	Useful Life	
03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	12/22/09	07/14/09	07/01/08	03/01/08	03/01/08	02/01/08	09/01/07	Useful In Service Life Date	
\$	٠.	٠,	÷	٠	<i>\$</i> -	\$ 39,987.58	\$ 39,987.58	\$ 39,987.58	\$ 8,070.88	\$ 8,070.88	\$ 4,162.00	\$ 8,070.88	Net Book Value	

ACHMENT B
OCIT
Obsolete Assets

Capital Asset Group

																			ATT
73945	73945	73940	73940	73940	73940	73940	73940	73936	73936	73936	73935	73935	73935	73935	73935	73935	73935	73935	Capital Asset #
0003	0002	0045	0013	0011	0010	0009	0008	0004	0003	0005	0015	0014	0004	0003	0002	0001	9000	0005	Comp #
XEROX VOIP, C97, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C97, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C29D, SWITCH SMALL, CISCO 2248TP-E	XEROX VOIP, C29D, SWITCH X-LARGE CISCO 7010	XEROX VOIP, C29D, ROUTER MEDIUM CISCO 3925E	XEROX VOIP, C10, SWITCH LARGE CISCO 4507E	, C10, SWITCH LARGE E	XEROX VOIP, C10, ROUTER SMALL CISCO 2951	XEROX VOIP, C04/05, ROUTER LARGE CISCO ASR 1004	OUTER	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, C04/C05, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, C04/C05, ROUTER MEDIUM CISCO 3925E	XEROX VOIP, C04/C05, ROUTER MEDIUM CISCO 3925E	Capital Asset Description			
289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (289 (Fund D
017	017	017	017	017	017	017	017	017	017	017	017	017	017	017	017	017	017	017	Dept
3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329 2	3329	3329 7	3329 2	3329 2	3329 2	3329 2	3329 2	Unit
289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	289 28	BC
289-3329 HCA	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	BU
НСА	НСА	OCDC C29D - 1400 S. Grand Ave.	OCDC C29D - 1400 S. Grand Ave.	OCDC C29D - 1400 S. Grand Ave.	OCDC C29D - 1400 S. Grand Ave.	OCDC C29D - 1400 S. Grand Ave.	OCDC C29D - 1400 S. Grand Ave.	PUBLIC DEFENDER	PUBLIC DEFENDER	PUBLIC DEFENDER	CLERK-RECORDER	CLERK-RECORDER	HALL OF RECORDS	HALL OF RECORDS	HALL OF RECORDS	HALL OF RECORDS	HALL OF RECORDS	HALL OF RECORDS	Deployment Location
		SS1173800WN	FXS1803Q13Q	FTX1908AHEL	FOC20184B37	FOC19469T4W	FTX1908AHEM												Serial #
\$ 23,023.59	\$ 23,023.59	\$ 15,697.90	\$ 136,048.46	\$ 19,884.01	\$ 19,884.01	\$ 19,884.01	\$ 19,884.01	\$ 26,163.17	\$ 26,163.17	\$ 11,872.84	\$ 114,071.40	\$ 114,071.40	\$ 114,071.40	\$ 114,071.40	\$ 114,071.40	\$ 114,071.40	\$ 19,884.01	\$ 19,884.01	Total Cost
09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	02/05/15	02/05/15	03/26/15	03/31/16	03/31/16	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	Acquisition Date
MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	JV/PRC#
ъ	И	И	л	И	И	И	ъ	И	И	И	И	И	и	ъ	И	ъ	U	И	Useful Life
09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	02/05/15	02/05/15	03/26/15	03/31/16	03/31/16	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	In Service Date
\$ 3,937.81	\$ 3,937.81	\$ 1,750.02	\$ 39,987.58	\$ 39,987.58	\$ 3,937.81	\$ 3,937.81	\$ 3,937.81	\$ 8,070.88	\$ 8,070.88	\$ 8,070.88	\$	· • •	\$	\$	\$	\$	\$	\$	Net Book Value

																			ATT	ACHMENT I	В
73971	73971	73971	73971	73961	73961	73961	73960	73949	73949	73949	73949	73947	73947	73947	73947	73946	73946	73945	Capital Asset #	OCIT Obsolete Assets	
0005	0004	0003	0002	0001	0003	0002	0003	0002	0001	0004	0003	0002	0001	0004	0003	0001	0002	0001	Comp #	Assets	
XEROX VOIP, C07, SWITCH LARGE CISCO 6506E	XEROX VOIP, C23, ROUTER SMALL CISCO 2951	XEROX VOIP, C23, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C23, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, H54, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, PDC, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, PDC, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, PDC, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, PDC, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, DDC, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, DDC, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, DDC, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, DDC, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C98, ROUTER MEDIUM CISCO ASR 1002	XEROX VOIP, C98, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C97, ROUTER SMALL CISCO 2951	Capital Asset Description	Capital Asset Group Equipment: Network Hardware				
289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	Fund [
017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	Dept L		
3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	Unit BC		
	1.00			-												77.00					
289-3329 HCA	289-3329	289-3329	289-3329	289-3329 S	289-3329 S	289-3329 S	289-3329 H	289-3329 F	289-3329 F	289-3329 F	289-3329 F	289-3329 [289-3329	289-3329	289-3329	289-3329 H	289-3329 H	289-3329	ви		
ICA	HCA	НСА	НСА	SSA	SSA	SSA	HCA	PITTSBURGH DC	PITTSBURGH DC	PITTSBURGH DC	PITTSBURGH DC	DALLAS DC	DALLAS DC	DALLAS DC	DALLAS DC	НСА	НСА	НСА	Deployment Location		
																			Serial #		
\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 11,872.84	\$ 23,023.59	\$ 23,023.59	\$ 23,023.59	\$ 114,071.40	\$ 114,071.40	\$ 23,023.59	\$ 23,023.59	\$ 114,071.40	\$ 114,071.40	\$ 23,023.59	\$ 23,023.59	\$ 107,792.24	\$ 23,023.59	\$ 11,872.84	Total Cost		
11/16/15	11/16/15	11/16/15	11/16/15	05/14/15	05/14/15	05/14/15	05/01/15	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	Acquisition Date		
MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	JV/PRC#		
ъ	5	5	ъ	ъ	И	и	О	ъ	5	U	ъ	и	ъ	ъ	ъ	ъ	ъ	л	Useful Life		
11/16/15	11/16/15	11/16/15	11/16/15	05/14/15	05/14/15	05/14/15	05/01/15	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	09/01/14	In Service Date		
\$ 8,070.88	\$ 8,070.88	\$ 8,070.88	.	\$ 3,937.81	\$ 686.41	\$ 686.41	\$ 24,277.12	\$ 28,798.55	\$ 7,542.47	\$ 7,542.47	\$ 7,542.47	\$ 4,011.78	\$ 4,011.78	\$ 3,847.78	\$ 3,937.81	\$ 3,937.81	\$ 794.79	\$ 794.79	Net Book Value		

																			ATT	ACHI	MENT B
73978	73978	73978	73977	73976	73976	73975	73974	73974	73974	73973	73973	73973	73972	73972	73972	73972	73972	73972	Capital Asset #	Obsolete Assets	OCIT
0004	0003	1000	0001	0002	0001	0001	0003	0002	0001	0005	0004	0003	8000	0007	9000	0005	0004	2000	Comp#	Assets	
XEROX VOIP, H02, SWITCH LARGE CISCO 6506E	XEROX VOIP, H02, ROUTER SMALL CISCO 2951	XEROX VOIP, H02, ROUTER SMALL CISCO 2921	XEROX VOIP, E02, ROUTER MEDIUM CISCO 3925E	XEROX VOIP, C52, SWITCH LARGE CISCO 6506E	XEROX VOIP, C52, ROUTER MEDIUM CISCO 3925E	XEROX VOIP, C96, ROUTER MEDIUM CISCO 3925E	XEROX VOIP, C76, SWITCH LARGE CISCO 6506E	XEROX VOIP, C76, SWITCH LARGE CISCO 6506E	XEROX VOIP, C76, ROUTER SMALL CISCO 2921	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	XEROX VOIP, N17B, SWITCH LARGE CISCO 6506E	XEROX VOIP, N17/N17C, SWITCH LARGE CISCO 6506E	Capital Asset Description	Equipment: Network Hardware	Capital Asset Group					
289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	289	Fund		
017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	017 3	Dept L		
3329 2	3329 2	3329 28	3329 28	3329 28	3329 28	3329 28	3329 28	3329 28	3329 28	3329 289	3329 289	3329 28	3329 28	3329 28	3329 28	3329 28	3329 289	3329 289	Unit BC		
289 289	289 289	289 289	289 289	289 289	289 289	289 289	289 289	289 289	289 289			289 289	289 289	289 289	289 289	289 289					
289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	-3329 H	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	BU		
HCA	нса	НСА	OCWR	SSA	SSA	C&F COMMISSION	нса	НСА	НСА	HCA/SSA/OCSD	HCA/SSA/OCSD	289-3329 HCA/SSA/OCSD	SSA	SSA	SSA	SSA	SSA	SSA	Deployment Location		
																			Serial#		
\$ 87,908.23	\$ 11,872.84	\$ 7,529.76	\$ 19,884.01	\$ 87,908.23	\$ 19,884.01	\$ 19,884.01	\$ 87,908.23	\$ 87,908.23	\$ 7,529.76	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	Total Cost		
01/14/16	01/14/16	12/21/15	12/18/15	12/09/15	12/09/15	12/08/15	12/07/15	12/07/15	12/07/15	11/24/15	11/24/15	11/24/15	11/23/15	11/23/15	11/23/15	11/23/15	11/23/15	11/23/15	Acquisition Date		
MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	JV/PRC#		
U	ū	Л	л	ъ	U	U.	ъ	И	ъ	И	Δı	v	ъ	ъ	И	И	И	ر.	Useful Life		
01/14/16	01/14/16	12/21/15	12/18/15	12/09/15	12/09/15	12/08/15	12/07/15	12/07/15	12/07/15	11/24/15	11/24/15	11/24/15	11/23/15	11/23/15	11/23/15	11/23/15	11/23/15	11/23/15	In Service Date		
\$ 24,277.12	\$ 24,277.12	\$ 24,277.12	\$ 2,068.80	\$ 3,153.92	\$ 3,153.92	\$ 794.79	\$ 794.79	\$ 3,721.05	\$ 794.79	\$ 9,171.47	\$ 37,786.42	\$ 37,786.42	\$ 37,786.42	\$ 35,548.12	\$ 2,265.12	\$ 2,265.12	\$ 27,117.24	\$ 3,662.44	Net Book Value		

																			ATT		MENT B
73985	73985	73985	73985	73985	73985	73985	73985	73983	73983	73983	73983	73983	73983	73983	73983	73983	73981	73980	Capital Asset #	Obsolete Assets	OCIT
0005	0004	0003	0002	0001	0012	0011	0010	0007	0016	0015	0014	0013	0006	0005	0004	0003	0001	0001	Comp #	Assets	
XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, N06, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, C75, SWITCH LARGE CISCO 6506E	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	XEROX VOIP, C75, SWITCH LARGE CISCO 4507E	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	XEROX VOIP, C75, ROUTER MEDIUM CISCO ASR 1002	XEROX VOIP, C04, ROUTER SMALL CISCO 2921	XEROX VOIP, S76, ROUTER SMALL CISCO 2921	Capital Asset Description	Equipment: Network Hardware	Capital Asset Group				
289	289	289	289	289	289	289	289 (289	289 (289 (289 (289 (289 (289	289	289 (289 (289 (Fund D		
017 33	017 33	017 33	017 33	017 33	017 35	017 33	017 33	017 33	017 33	017 33	017 35	017 33	017 35	017 35	017 33	017 35	017 33	017 35	Dept U		
3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	3329 289	Unit BC		
	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	9 289-3329	BU		
289-3329 PROBATION	9 PROBATION	9 PROBATION	9 PROBATION	9 PROBATION	9 PROBATION	PROBATION	PROBATION	9 SSA	9 SSA	9 SSA	SSA	SSA	9 SSA	9 SSA	SSA	9 SSA	9 CLERK-RECORDER	9 НСА	Deployment Location		
\$\\ \&	\$ 8	\$ 8	\$ 8	\$ 8	\$ 2	\$ 2	\$ 2	\$ 8	\$ 2	\$ 2	\$ 2	\$ 2	\$ 10	\$ 10	\$ 10	\$ 10	\$	⊹	Serial # Tot		
87,908.23	87,908.23	87,908.23	87,908.23	87,908.23	23,023.59	23,023.59	23,023.59	87,908.23	26,163.17	26,163.17	26,163.17	26,163.17	107,792.24	107,792.24	107,792.24	107,792.24	7,529.76	7,529.76	Total Cost		
02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	02/22/16	12/31/15	12/31/15	Acquisition Date		
MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	JV/PRC#		
5	л	ъ	и	ъ	5	G	5	ъ	5	U.	И	ъ	ъ	5	И	ъ	ъ	ъ	Useful Life		
02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	02/22/16	12/31/15	12/31/15	In Service Date		
\$ 24,662.47	\$ 24,662.47	\$ 24,614.30	\$ 24,614.30	\$ 24,614.30	\$ 24,614.30	\$ 24,614.30	\$ 24,614.30	\$ 409.86	\$ 794.79	\$ 794.79	\$ 541.90	\$ 4,696.47	\$ 686.41	\$ 686.41	\$ 686.41	\$ 686.41	\$	\$ 28,798.55	Net Book Value		

Capital Asset Group

								plane						AT1	ГАСН		Г≀В
74202	73993	73991	73991	73991	73991	73990	73990	73989	73985	73985	73985	73985	73985	Capital Asset #	Obsolete Assets	OCIT	
0001	0001	0002	0001	0006	0005	0001	0002	0002	0013	0009	8000	0007	9000	Comp #	Assets		
CATALYST 4500 E-SERIES	XEROX VOIP, N19, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, N14, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, N14, ROUTER LARGE CISCO ASR 1004	XEROX VOIP, N14, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, N14, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, N31, ROUTER SMALL CISCO 2951	XEROX VOIP, N31, SWITCH MEDIUM CISCO 3850-48	XEROX VOIP, N71, SWITCH SMALL CISCO 2248TP-E	XEROX VOIP, N06, SWITCH SMALL CISCO 2248TP-E	XEROX VOIP, N06, SWITCH LARGE CISCO 6506E	Capital Asset Description	Equipment: Network Hardware	Capital Asset Group				
289	289	289	289	289	289	289	289	289	289	289	289	289	289	Fund			
017	017	017	017	017	017	017	017	017	017	017	017	017	017	Dept			
3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	3329	Unit			
289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	289 2	ВС			
289 289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329	289-3329 HCA	289-3329	289-3329	289-3329	289-3329	289-3329	BU			
ORANGE COUNTY DATA CENTER (OCDC) WAREHOUSE @ 1400 S. GRAND AVE.	НСА	SSA	SSA	SSA	SSA	НСА	НСА	HCA	289-3329 PROBATION	289-3329 PROBATION	289-3329 PROBATION	289-3329 PROBATION	289-3329 PROBATION	Deployment Location			
FXS1651Q11U														Serial #			
\$ 12,740.82	\$ 114,071.40	\$ 114,071.40	\$ 114,071.40	\$ 23,023.59	\$ 23,023.59	\$ 11,872.84	\$ 23,023.59	\$ 15,697.90	\$ 15,697.90	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	\$ 87,908.23	Total Cost			
06/04/13	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	Acquisition Date			
	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	MA,017,13012100	JV/PRC#			
σ	U)	5	5	ъ	5	ъ	ъ	ъ	5	ъ	Л	ъ	ъ	Useful Life			
06/04/13	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	03/31/16	02/18/16	02/18/16	02/18/16	02/18/16	02/18/16	In Service Date			
٠	\$ 9,171.47	\$ 2,223.86	\$ 5,839.91	\$ 25,385.01	\$ 5,741.85	\$ 9,171.47	\$ 9,171.47	\$ 30,816.11	\$ 5,730.96	\$ 25,288.67	\$ 25,288.67	\$ 2,166.10	\$ 24,662.47	Net Book Value			

DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
1. ASSESSOR					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 86.00 3,312,631.46		
2. AUDITOR-CONTROLLER					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 50.00 4,034,391.50	-	
3. BOS - 1ST DISTRICT					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		1.00 8,483.40		
4. BOS - 2ND DISTRICT					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 1.00 8,483.40		
5. BOS - 3RD DISTRICT	1	9/27/2016	MISSING	68527	MONARCH SUN-BLADE 150 SERVER	800	5,382.00	-	Jun-03
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		5,382.00 - -	-	
6. BOS - 4TH DISTRICT					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- - -		
7. BOS - 5TH DISTRICT					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		1.00 5,772.60		
8. CLERK OF THE BOARD					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 3.00 53,289.89	-	

		1	•		14-10 TIROGOTT 1 2013-20 (NOTE 1)				
DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
9. OC COMMUNITY RESOURCES	1	9/22/2015		64761	COMPAQ PROLIANT 2500 HOT PLUG/6/200H	15G	13,076.28	-	Nov-03
OC DANA POINT HARBOR	2	9/22/2015	MISSING	68553	DM900 DIGITAL MAILING SYSTEM	15G	25,503.43	-	Jun-03
	3	5/24/2016	MISSING	16569	GEODIMETER F/HYDROGRAPHIC SURVEY SYSTEM MDL120	108	14,140.40	-	Apr-81
	4	9/24/2019	MISSING	48677	17 FOOT 1981 BOSTON WHALER SAILBOAT	405	5,000.00	-	Sep-89
	5	9/24/2019	MISSING	61774	SEDECAL STNDARD VETRNARY X-RAY, UPGRADED 10/07	012	77,859.25	-	Oct-05
	6	9/24/2019	MISSING	64332	VOLVO GASOLINE/OUTDRIVE ENGINE MDL 5.7GS1/DP	405	10,798.67	-	Jan-98
	7	9/24/2019	MISSING	65995	KUBOTA BL4690A BACKHOE	405	6,513.49	-	Sep-00
	8	9/24/2019	MISSING	67533	LP350V DLP PROJECTOR 1300 LUMN	405	5,441.38	-	Dec-00
	9	9/24/2019			2001 PASSENGER VAN 4 X 4	405	32,873.46	-	Jul-01
	12	9/24/2019			DM500 DIGITAL MAILING SYSTEM PITNEY BOWES	108	5,370.05	-	Feb-06
	13	9/24/2019			75-GALLON WATER HEATER	108	7,689.78	-	Mar-06
	15	9/24/2019			TORO Z550 52" DECK LAWN MOWER	405	7,963.80	-	Apr-08
	16	9/24/2019			HYPOCHLORITE GENERATION SYSTEM ON-SITE	405	8,500.00	-	Nov-03
	17	9/24/2019	MISSING	75791	2011 ELECTRIC UTILITY TRUCK	108	12,388.11	-	Apr-12
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		233,118.10 608.00 16,163,423.04	-	
10. COUNTY EXECUTIVE OFFICE	1	1/28/2020	MISSING	28000	VOICE MAIL SYSTEM	289	93,510.32	_	Dec-93
	2	1/28/2020		46856	BROADCAST AGENT-HARDWARE HP DL380G3 X 3.2GHZ	289	7,593.14	-	Jul-04
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		101,103.46 567.00 91,865,713.07		
11. COUNTY COUNSEL					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- -		
12. DISTRICT ATTORNEY PUBLIC ADMINISTRATOR					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 311.00 8,721,930.79		
13. CHILD SUPPORT SERVICES					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- 36.00 739,829.57		
14. REGISTRAR OF VOTERS	1	9/24/2019		54027	CISCO WS-C2948G 48-PORT SWITCH	031	7,145.45	-	Aug-99
	2	9/24/2019	MISSING	68334	INTERACTIVE VOICE RESPONSE SYSTEM	031	58,829.05	-	Sep-02
	3	1/28/2020	MISSING	59801	APPLE MAC QUADRA 800 8/500 33MHZ COMPUTER	297	6,173.02	-	Mar-94
	4	1/28/2020	MISSING	70476	COMPUTERIZED PRINTING MGMT SYSTEM	297	51,189.41	-	May-06
	5	1/28/2020	MISSING	71268	PLOTTER CANON BUBBLE JET 9000	297	8,834.44	-	Sep-02
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		132,171.37 109.00 10,906,917.97	-	

DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER		BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
15. HEALTH CARE AGENCY	1	9/22/2015	MISSING	76949	NIKON MICROSCOPE	042	6,450.52	6,169.52	Jan-15
PUBLIC GUARDIAN	_								
	2	9/24/2019		23251	DEFIBRILLATOR, CARDIAC MONITOR W/CHARGER, FIVE	042	6,314.16	-	Jun-80
	3 4	9/24/2019		45668	HP GAS CHROMATOGRAPHY MASS SPECTROMETER SYSTEM	042	81,377.01	-	Aug-91
	4 5	9/24/2019		59919 61486	ONSITE TELEPHONE SYSTEM	042 042	60,260.12 6,989.88	-	Oct-94
	6	9/24/2019 9/24/2019		61503	3M LCD PROJECTOR W/SOFT CASE FIBRE CHANNEL SAN SWITCH 8-EL	042	7,064.91	-	Oct-01 Dec-01
	7	9/24/2019		61592	SERVER DL360 GERERATION THREE	042	22,136.52	_	Jun-03
	8	9/24/2019		61594	SERVER DL360	042	5,562.06	_	Jun-03
	9	9/24/2019		61598	HP STORAGE WORKS ENTERPRISE MODULAR ARRAY	042	73,370.21	_	Aug-03
	10	9/24/2019		61705	HP PROLIANT DL 580 SERVER	042	33,184.40	_	Jun-05
	11	9/24/2019			PROLIANT DL360 G4 INTEL XEON PROCESSOR	042	7,020.50	_	Aug-05
	12	9/24/2019		61837	REFURBISHED GE AMX3, NEW X-RAY TUBE	042	20,472.50	-	Dec-05
	13	9/24/2019		70888	QST 3130 4 CAP GEN ANALYZER	042	135,180.00	-	Apr-07
	14	9/24/2019	MISSING	72618	HP PROLIANT DL385 HIGH PERF SERVER #3 OF 15	042	5,764.63	-	May-08
	15	9/24/2019	MISSING	72624	HP PROLIANT DL385 HIGH PERF SERVER #9 OF 15	042	5,764.62	-	May-08
	16	9/24/2019	MISSING	72626	HP PROLIANT DL385 HIGH PERF SERVER #11 OF 15	042	5,764.62	-	May-08
	17	9/24/2019	MISSING	72684	GP-BASE-EGUARDPOST PRIMARY BASE SERVER	042	9,773.50	-	Jun-08
	18	9/24/2019	MISSING	72760	HP PROLIANT DL580 G4	042	15,242.04	-	Jun-08
	19	9/24/2019	MISSING	73736	ETHERNET ROUTING SWITCH 1624G	042	6,533.96	-	Mar-09
	20	9/24/2019	MISSING	73737	ETHERNET ROUTING SWITCH 1624G	042	6,533.96	-	Mar-09
	21	9/24/2019	MISSING	73769	SECURE WEB (WEBWASHER) MODEL WW1100E	042	9,342.68	-	May-09
	22	9/24/2019	MISSING	74820	HP PROLIANT DL365 G5 HIGH PERF SERVER	042	5,389.65	-	Jun-09
	23	9/24/2019	MISSING	75333	COMPUTER HARDWARE FOR MINI & MAIN FRAME	042	67,130.62	-	Jun-10
	24	9/24/2019	MISSING	75871	AVAYA SWITCHES	042	5,343.74	-	Jun-12
	25	9/24/2019			AVAYA SWITCHES	042	5,343.74	-	Jun-12
	26	9/24/2019	MISSING	75874	AVAYA SWITCHES	042	5,343.74	-	Jun-12
	27	9/24/2019			AVAYA SWITCHES	042	5,343.73	-	Jun-12
	28	9/24/2019			AVAYA SWITCHES	299	5,343.73	-	Aug-18
	29	9/24/2019		75880	AVAYA SWITCHES	042	5,343.73	-	Jun-12
	30	9/24/2019		75886	AVAYA SWITCHES	042	5,343.73	-	Jun-12
	31	9/24/2019		75887	AVAYA SWITCHES	042	5,343.73	-	Jun-12
	32	9/24/2019		75890	AVAYA SWITCHES	042	5,343.73	-	Jun-12
	33	9/24/2019			FIREWALL SERVER	042	58,966.67	-	Dec-12
	34	9/24/2019		76427	B 1 CATALYST SWITCH	042	35,670.46	-	Jun-13
	35	9/24/2019			HP PROLIANT DL380	042	11,612.21	-	Jul-13
	36	9/24/2019			TAPE LIBRARY MSL4048	042	15,494.38	-	Jul-13
	37 38	9/24/2019		76535	CISCO CATALYST 4500 E SERIES SWITCH	042	56,678.94	-	Dec-13
	38 39	9/24/2019		76573	CISCO 3850 CATALYST SWITCH	042	5,416.20	-	Feb-14
	39 40	9/24/2019		76574	CISCO 3850 CATALYST SWITCH	042 042	5,416.20	-	Feb-14
	40	9/24/2019	MISSING	77360	AVAYA CATALYST SWITCH	042	5,287.68	-	Jun-15
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		845,259.41 741.00 16,983,431.47	6,169.52	
16. OFFICE OF THE PERFORMANCE AUDIT DIRECTOR					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		- - -		

				CAPITAL				BOOK VALUE	
			DISPOSITION	ASSET		BUD	ACQUISITION COST	AT DISPOSITION	ACQUISITION
DEPARTMENT		ASR DATE	(NOTE 2)	NUMBER	DESCRIPTION	CTRL	(NOTE 3)	(NOTE 4)	DATE
17. OFFICE OF INDEPENDENT REVIEW			, ,		TOTAL 5 YEAR DELETION FOR DEPT.		-	(-)	
					NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		_		
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)				
					TOTAL EQUIPMENT ASSETS FOR DEFT AT 0/30/19 (NOTE 5)		•		
40 00 000 000 000 000 000 000 000									
18. OC CAMPAIGN FINANCE AND ETHICS COMMISSION					TOTAL 5 YEAR DELETION FOR DEPT.		-		
					NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		-		
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		-		
19. PROBATION	1	1/26/2016	MISSING	51951	WEIGHT MACHINE PARAMOUNT ST11B WITH THIGH	057	8,262.00		May-91
	2	1/26/2016	MISSING	62609	DISPOSAL SCRAPMASTER 3 UNIT W/CONTROL PANEL	057	5,335.00		Apr-91
	3	1/26/2016	MISSING	64151	FOOD CUTTER MODEL HOBART 84186	057	9,060.70		Aug-97
	4	1/26/2016	MISSING	67961	GARLAND MODEL BAKE & ROAST OVEN	057	7,413.20		Sep-01
	5	1/26/2016			HOBART DISHWASHER MODEL: AM15-2	057	9,156.60	2,394.49	Feb-08
	6	1/26/2016		68337	GRIDDLE GAS VULCAN HRT MODEL 972A	057	5,689.41	2,001.10	Sep-02
	7								•
	1	1/26/2016	MISSING	64692	ELECTRIC BURDEN CARRIER- TWO PASSENGER-BEDSIZE	057	5,545.63		Aug-98
		4/00/0046	MICCINIC	40570	MODEL F40 PROCESSOR	057	470.054.00		0-1.07
	8	1/23/2018			MODEL 510 PROCESSOR	057	178,351.00	-	Oct-97
	9	1/23/2018			KODAK 3500 DUPLEX SCANNER	057	20,824.58	-	Aug-99
	10	1/23/2018			UPGRADE IBM AS/400 JO MODEL 9406-720	057	88,211.47	-	Dec-99
	11	1/23/2018	MISSING	67903	IBM AS/400 UPGRADE 720 TO 820	057	152,070.00	-	Jun-01
	12	1/23/2018	MISSING	68291	COMPAQ PROLIANT SERVER MODEL DL360	057	5,401.87	-	Jul-02
	13	1/23/2018	MISSING	68360	FASTIRON 11 PLUS 8 SLOT W/144 10/100TX 2GB SX	057	26,377.50	-	Oct-02
	14	1/23/2018	MISSING	69274	FOUNDRY NETWORK FASTIRON EDGE NETWORK SWITCH	057	5,275.83	_	Sep-05
	15	1/23/2018			16-PORT T1(2)10/100 ETHERNET PORTS, 16MB FLASH	057	88,425.46	_	Aug-06
	16	1/23/2018			BI RX-16 CHASSIS 1 MR, 3 SWF3	057	90,651.71	_	Oct-06
	17	1/23/2018			FASTLRON SUPERX M1 MGMT MODULE	057	196,453.92	_	Jan-07
	18	1/23/2018			FASTLRON SUPERX M1 MGMT MODULE	057	7,704.62	_	Jan-07
	19	1/23/2018			CHASSIS 1 MR, 2 SWF3, 2 PS AND FAN ASSY	057	18,486.34	-	
							•	-	Aug-06
	20	1/23/2018			SWITCH FABRIC FOR BIGIRON RX-16 AND RX-8	057	5,330.07	-	Aug-06
	21	1/23/2018			2 PORT 10 GBE XFP BIGIRON RX-SERIES	057	6,752.37	-	Aug-06
	22	1/23/2018			RX-16 CHASSIS 1 MR, 3 SWFS3, 4PS	057	24,886.69	-	Aug-06
	23	1/23/2018		72587	SWITCH FABRIC FOR BIGIRON RX-16 AND R-X8	057	5,330.07	-	Aug-06
	24	1/23/2018	MISSING	72588	24-PORT 10GBE XFP BIGIRON RX-SERIES	057	6,396.79	-	Aug-06
	25	1/23/2018	MISSING	72589	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
	26	1/23/2018	MISSING	72590	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
	27	1/23/2018	MISSING	72591	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
	28	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
	29	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	_	Aug-06
	30	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	_	Aug-06
	31	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	=	Aug-06
	32				•	057		-	-
		1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON		5,685.64	-	Aug-06
	33	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
	34	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
	35	1/23/2018			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
	36	1/23/2018			HP PROLIANT DL580 G5 RACK SERVER	057	7,019.91	-	Jun-08
	37	1/23/2018	MISSING	73770	HP 2012FC MODULAR SMART ARRAY 12 BAY 2 CTLR	057	7,327.00	-	May-09
	38	9/24/2019	MISSING	68292	COMPAQ PROLIANT SERVER MODEL ML370	057	7,840.96	-	Jul-02
	39	9/24/2019	MISSING	68297	COMPAQ PROLIANT SERVER MODEL DL380	057	5,401.87	-	Jul-02
	40	9/24/2019			HP TAPE DRIVE MODEL MSL5030	057	8,081.25	-	Dec-03
	41	9/24/2019		68934	QUANTAR/QUANTRO FAMILY MODEL T5365	057	17,561.25	-	May-04
	42	9/24/2019		69602	CONVECTION GAS OVEN - HOBART MODEL HGC502	057	8,503.24	_	Jun-06
	43	9/24/2019			HP PROLIANT DL580 G4 RACK SERVER	057	22,357.60	=	Mar-07
	40	312412018	IVIIOOIING	10003	THE ENOLINE DECOUGH MACK CENTER	031	22,007.00	-	IVIAI -U I

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	DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	DATE
PROBATION		44		MISSING		HP PROLIANT DL380 G7 HIGH PERFORMANCE SERVER	057	1,609.78	-	Nov-11
(CONTINUED)		45	9/24/2019			HP PROLIANT DL580 G4 RACK SERVER	057	22,805.02	-	Nov-11
		46	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.67	-	Oct-06
		47	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.67	-	Oct-06
		48	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.67	-	Oct-06
		49	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.67	-	Oct-06
		50	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.67	-	Oct-06
		51	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.66	-	Oct-06
		52	9/24/2019			24 PORT 10/100/1000 BASE -T, RJ45 BIGIRON	057	5,689.66	-	Oct-06
		53	9/24/2019		72141	24-PORT 1-GF SFP BIGIRON RX-SERIES	057	6,400.82	-	Oct-06
		54	9/24/2019			FASTIRON SUPERX MANAGEMENT-1 MODULE	057	7,704.30	-	Oct-06
		55	9/24/2019			FASTLRON SUPERX M1 MGMT MODULE	057	7,704.63	-	Jan-07
		56	9/24/2019			FASTLRON SUPERX M1 MGMT MODULE	057	7,704.63	-	Jan-07
		57	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		58	9/24/2019		72551	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		59	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		60	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		61	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		62	9/24/2019			24-PORT 1 GE SFP BIGIRON RX-SERIES	057	6,396.79	-	Aug-06
		63	9/24/2019			BI RX-16 CHASSIS 1 MR, 3SWF3, 4PS	057	24,886.69	-	Aug-06
		64	9/24/2019		72557	BI RX-16 CHASSIS 1 MR, 3SWF3, 4PS	057	24,886.69	-	Aug-06
		65	9/24/2019			2-PORT 10GBE XFP BIGIRON RX-SERIES	057	6,752.37	-	Aug-06
		66	9/24/2019		72561	2-PORT 10GBE XFP BIGIRON RX-SERIES	057	6,752.37	-	Aug-06
		67	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		68	9/24/2019		72563	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		69	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		70	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		71	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		72	9/24/2019		72567	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		73	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		74	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		75	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		76	9/24/2019		72571	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		77	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		78	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		79	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		80	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		81	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		82	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		83	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		84	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
1		85	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		86	9/24/2019		72581	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.65	-	Aug-06
		87	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		88	9/24/2019		72583	24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		89	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		90	9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON	057	5,685.64	-	Aug-06
		91 92	9/24/2019 9/24/2019			24-PORT 10/100/1000 BASE-T, RJ45 BIGIRON NORTEL SR3120 1-PRT CH-T3 S/N:31200AF3D6310034	057 057	5,685.64 8,081.25	-	Aug-06 Jun-08
						TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		1,466,110.35 193.00 3,063,457.73	2,394.49	

					4-10 TIII(000111 1 2013-20 (NOTE 1)				
DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
20. PUBLIC DEFENDER					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		96.00 2,559,525.52		
21. CLERK-RECORDER	1 2 3	10/7/2014 10/7/2014 10/7/2014	MISSING		COMPUTER/COMMUNICATION CONTROLLER CUSTOMIZED ELECTRONIC PERFORATOR MDL 400A HP PROLIANT DL380 G4	059 059 059	305,345.28 5,000.00 8,984.25	- -	Jul-90 Sep-03 Apr-07
	4 5 6 7	9/25/2018 9/25/2018	SURPLUS SURPLUS SURPLUS SURPLUS	70992 72008	NETWORK SWITCH & CONTROLLER FUJITSU SCANNER HP PROLIANT ML570 G4 HP PROLIANT ML370 G5	059 059 059 059	42,280.05 6,642.79 10,717.90 6,136.92	- - -	Nov-05 Feb-07 Jun-07
	,	9/25/2016	SURPLUS	73739	TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)	059	385,107.19 106.00 4,365,519.98	-	Mar-09
22. SHERIFF-CORONER	1 2 3 4	10/7/2014 10/7/2014	DISMANTLED DISMANTLED DISMANTLED DISMANTLED	64137 64364	MENS JAIL-RECEPTION CCTV PANASONIC VIDEO MATRIX CONTROL 1996 NISSAN 4 X 2 TRUCK COLOR RED SEACAP MODEL 720 DIGITAL MAILER MACHINE	060 060 060 060	113,429.52 8,444.37 12,600.00 6,077.10	- - -	Jan-85 Jul-97 Jan-98 Feb-06
	5 6 7 8	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING MISSING	40996 59782 62464	MOTOROLA MICRO UHF DVP TONE CONTROL MOTOROLA FREQUENCY REFERENCE STANDARD DISTRIBUTION AMPLIFIER MAINFRAME INDEX BLIPPING MODEL 3310	055 055 055 060	9,518.80 6,014.44 5,344.40 5,187.25	952.00 602.00 - -	May-84 Jul-88 Dec-93 Dec-94
	9 10 11 12	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING MISSING	63622 63628 65369	MOTOROLA CENTRACOM II PLUS CONSOLE CATALYST 4000 CHASSIS CATALYST 4000 CHASSIS DELL POWEREDGE 2300 BASE P111	060 055 055 060	62,250.89 42,167.95 21,860.13 6,340.74	- - -	Jun-96 Jun-01 Jun-01 Oct-99
	13 14 15 16	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING MISSING	67734 67739 68020	DELL POWEREDGE 4300 CISCO CATALYST 4006 AFIS COMMUNICATIONS MANAGEMENT SYSTEM UPGRADE DATA RETRIEVAL SYSTEM TO MAGIC 2.5	060 060 14E 060	7,171.86 17,536.06 40,503.00 32,400.56	- - -	Dec-99 Apr-01 Apr-01 Nov-01
	17 18 19 20	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING	68273 68316	ALCOTEST 7110 MARK 111C 1R PHOTOMETER EC1100-16B 16 PORT FIBRE CHANNEL DATUM 5 MHZ DISTRIBUTION DRAWER (MFTD DBAC5B) DATUM 5 MHZ DISTRIBUTION DRAWER (MFTD DBAC5B)	060 060 15L 15L	7,816.22 9,588.97 8,681.42 8,681.42	- - -	May-02 Jun-02 Jul-02 Jul-02
	21 22 23 24	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING	68319 68480	DATUM IPPS DISTRIBUTION DRAWER (MFTD DBAE6B) DATUM IPPS DISTRIBUTION DRAWER (MFTD DBAE6B) DELL POWEREDGE 4600 4GHZ/512K XEON PHOTO/VIDEO SURVEILLANCE KIT	15L 15L 14Q 060	9,327.92 9,327.92 17,159.34 21,665.99	- - -	Jul-02 Jul-02 May-03 Jun-04
	25 26 27 28	10/7/2014 10/7/2014 10/7/2014 10/7/2014	MISSING MISSING	69015 69054	MINI UTILITY BOX PANASONIC CENTRINO TOUGHBOOK MOBILE DATA COMPUTER (CAR) SCOUT SYSTEM	060 060 060 060	20,471.42 6,715.17 12,675.89 11,831.46	184.69 - - -	Aug-04 Sep-04 Sep-04 Dec-04
	29 30 31 32	10/7/2014 10/7/2014 10/7/2014	MISSING MISSING MISSING	69108A 69137 69138	SCOUT SYSTEM SCOUT SYSTEM SCOUT SYSTEM	060 060 060	11,831.46 12,405.71 12,405.71	-	Dec-04 Feb-05 Feb-05
	32 33	10/7/2014 10/7/2014			SCOUT SYSTEM SCOUT SYSTEM	060 060	12,405.71 12,405.71	<u>-</u>	Feb-05 Feb-05

DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
	34		MISSING		SCOUT SYSTEM	060	12,405.72	-	Feb-05
,	35	10/7/2014			SCOUT SYSTEM	060	12,405.72	-	Feb-05
	36 37	10/7/2014			SCOUT SYSTEM	060	12,405.72	-	Feb-05 Feb-05
	38	10/7/2014 10/7/2014			SCOUT SYSTEM SCOUT SYSTEM	060 060	12,405.72	-	Feb-05 Feb-05
	38 39	10/7/2014			SCOUT SYSTEM SCOUT SYSTEM	060	12,405.72 12,405.73	-	Feb-05 Feb-05
	40	10/7/2014			SCOUT SYSTEM SCOUT SYSTEM	060	12,405.73	-	Feb-05
	41	10/7/2014			SCOUT SYSTEM	060	12,405.72	_	Feb-05
	42	10/7/2014			SCOUT SYSTEM	060	12,405.72	-	Feb-05
	43	10/7/2014			DIGITAL VOICE LOGGING SYSTEM	060	91,102.63	-	Mar-05
	44	10/7/2014			XEON 3.0 GHZ 1MB CACHE 800MHZ SIDE BUS	060	5,881.81	-	Jun-05
	45	10/7/2014	MISSING		8-PORT MULTI-CHANNEL T1/E1 PORT ADAPTER	060	8,162.06	-	Oct-05
	46	10/7/2014	MISSING	69714	BATTERY, CTU-6000 LPRB CELLTRON ULTRA KIT	060	6,399.93	-	Aug-06
	47	10/7/2014	MISSING	69897	THERMAL IMAGING CAMERA ISG K1000 W/ACCSSRS	060	11,626.22	2,749.77	Nov-06
	48	10/7/2014	MISSING	69905	THERMAL IMAGING CAMERA ISG K1000 W/ACCSSRS	060	11,626.23	2,749.77	Nov-06
	49	10/7/2014	MISSING	69906	THERMAL IMAGING CAMERA ISG K1000 W/ACCSSRS	060	11,626.23	2,749.77	Nov-06
	50	10/7/2014		69928	ST811 GUARDIAN TRACKER DELUXE KIT REV:007	060	7,259.66	-	Nov-06
	51	10/7/2014			ST811 GUARDIAN TRACKER DELUXE KIT REV:007	060	7,259.65	-	Nov-06
	52	10/7/2014		69978	POWERWARE 9170 UPS SYSTEM 9KVA	060	7,456.30	-	Jan-07
	53	10/7/2014		70877	DELL POWEREDGE 5130 4MB, 2.00GHZ,1333MHZ	060	5,701.05	-	Mar-07
	54	10/7/2014			XEON 3.0 GHZ 1MB CACHE 800MHZ SIDE BUS	060	5,881.80		Jun-05
	55	10/7/2014			COBHAM ORION GUARDIAN REAL TIME TRACKING SYSTEM	118	6,038.62	2,944.86	Dec-11
	56	10/7/2014			COBHAM ORION GUARDIAN REAL TIME TRACKING SYSTEM	118	6,038.61	2,944.86	Dec-11
	57	10/7/2014	MISSING	75748	COBHAM ORION GUARDIAN REAL TIME TRACKING SYSTEM	118	6,038.61	2,944.86	Dec-11
	58	1/26/2016	DISMANTLED	68357	INTEROPERABILITY/REPEATER SYSTEM (CMPT 1)	055	5,999.52	-	Oct-02
				68357	SINCLAIR ANTENNA COLLINEAR OMNI DIRECTIONAL (CMPT 2)	15L	26,303.82	18,279.75	
				68357	SINCLAIR ANTENNA COLLINEAR OMNI DIRECTIONAL (CMPT 3)	15L	32,396.11	22,708.30	
	59	1/26/2016	DISMANTLED	68173	PUBLIC SAFETY SIGNAL BOOSTER	055	9,400.24	-	Apr-02
	60	5/23/2017			BAIRD GENERAL PURPOSE NIGHT VISION GOGGLES	060	5,044.00	-	Jun-89
	61	5/23/2017			SONY PHOTOGRAPHIC EQUIP PKG CAMCORDER & ACCES	060	18,390.72	-	Aug-05
	62	5/23/2017			16 PORT FIBRE CHANNEL	060	7,242.96	-	Jun-02
	63	5/23/2017			MOBILE DATA COMPUTER (CAR)	060	12,675.88	-	Sep-04
	64	5/23/2017			PANASONIC TOUGHBOOK 30 (CAR)	060	7,864.68	-	Oct-07
	65 66	5/23/2017 5/23/2017			PANASONIC TOUGHBOOK 30 (CAR) PANASONIC TOUGHBOOK 19 (CAR)	060 060	7,864.67 7,774.17	-	Oct-07 Feb-08
	67	5/23/2017		69358	8-PORT MULTI-CHANNEL T1/E1 PORT ADAPTER	060	8,160.99	-	Oct-05
	68	5/23/2017		68992	DELL PRECISION WORKSTATION 650 MINITOWER	060	5,237.29	_	Jul-04
	69	5/23/2017			ISG K1000 ELITE HI RES MICROBOLOMETER THERMAL IMAGINGCAM	060	11,626.23	- -	Jun-06
	70	5/23/2017			THERMAL IMAGING CAMERA ISG K1000 W/ACCSSES (DISPOSED INACTIV	060	11,626.22	397.65	Nov-06
	71	5/23/2017			MINIPIX MPX-800 2.4-2.5 AUDIO(MICROWAVE VIDEO RECEIVER SURV)	060	9,826.80	-	May-04
	72	5/23/2017			PHOTO/VIDEO SURVEILLANCE KIT	060	21,665.99	-	Jun-04
	73	5/23/2017			LABORATORY	060	14,618.00	-	Jun-76
	74	5/23/2017	MISSING	65032	PHOTO ID SYSTEM W/IMAGE CARD	060	13,544.18	-	May-99
	75	5/23/2017	MISSING	35985	SONY CHIP CAMERA, VIEWFINDER, CABLE, CASE, LEN	060	5,247.00	-	Aug-87
	76	5/23/2017	MISSING	35986	SONY CHIP CAMERA, VIEWFINDER, CABLE, CASE, LEN	060	5,247.00	<u>-</u>	Aug-87

DEPARTMENT	ASR DATE	, ,	CAPITAL ASSET NUMBER	DESCRIPTION	BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
SHERIFF-CORONER 77	5/23/2017			SONY EDITING PKG W/RECORDER-PLAYER	060	13,168.00	-	Jan-90
(CONTINUED) 78		MISSING		AVID DIGITAL VIDEO EDITING SYSTEM	060	20,777.04	2.86	Jul-06
79		MISSING		POLICE VIDEO SYSTEM (PVS)	060	6,642.62	2,182.05	Feb-13
80		MISSING		MOBILE DATA COMPUTER, PARTS&INSTALLATION	060	6,296.17	1,654.90	Oct-12
81		MISSING		MOBILE DATA COMPUTER (MDC)	060	5,654.97	2,970.02	Feb-14
82		MISSING		HP PROLIANT DL380 SERVER	060	6,718.25	-	May-01
83		MISSING		PRECISION WORKSTATION 670 MINI TOWER	060	5,650.15	-	Aug-05
84		MISSING		WIRELESS INTELLIGENCE RECEIVER MODEL 94565	060	8,072.34	-	Mar-91
85		MISSING		#1255 OLYMPUS INDUSTRIAL FIBERSCOPE MDL 1F4D5	060	9,600.53	-	Jun-96
86		MISSING		INTELLIGEND SYSTEM U210X 150/174	060	6,028.61	-	Sep-97
87		MISSING		MINI UTILITY BOX	060	20,471.42	-	May-04
88		MISSING		COMPAQ PROLIANT 800 6/200 4300	032	6,004.93	-	Jun-97
89		MISSING	65326	TB2209 COMMUNICATION ANALYZER	055	7,795.72	-	Aug-99
90		MISSING		WIRELES MEASUREMENT SYSTEM	055	18,254.40	-	Jul-98
91		MISSING		4.3GB SCS12 HARD DRIVE SERVER	15L	8,831.19	-	Nov-97
92		MISSING		DELL POWEREDGE 2600 2 0 GHZ/512 XEON IGB DDR	15L	10,499.83	-	Jun-03
93		MISSING		ANRISTU HANDHELD SPECTRUM ANALYZER	15L	15,263.33	-	Apr-07
94		MISSING		XGA LCD PROJECTOR W/2100 ANSI LUMENS	055	9,996.87	-	Feb-99
95		MISSING	59807	COMMUNICATIONS SERVICE ANALYZER	055	24,767.58	-	Mar-94
96		MISSING		TEKTRONIC 2232 DIGITAL SHARING OSCILSCOPE	055	5,166.61	-	May-92
97		MISSING	59841	SPECTRUM PORTABLE ANALYZER A-8000	055	20,914.28	-	Jun-94
98		MISSING		MOTOROLA CRT CONSOLE	055	21,676.48	-	Jun-96
99		MISSING		HP DESIGNJET 5000 421N	055	8,815.00	-	May-01
10		MISSING		HP PROLIANT DL580 G5 RACK SERVER	13R	13,252.26	-	Jun-09
10		MISSING		MSL4048 1DR LTO4 ULTRIUM TAPE LIBRARY	13R	11,541.64	-	Jun-09
10		MISSING		INTEL CORE 2 DUO SL9300	13R	5,414.59	-	Aug-09
10		DISMANTLED		PARAMEDIC SWITCH SYSTEM	055	358,678.78	-	May-92
10	4 5/23/2017	DISMANTLED	69673	T5824 HIGH TIER, REDUNDANT, 48 PORT SMART ZON	055	99,938.13	-	Aug-06
10	5 9/25/2018	MISSING	59387	RAID-5 SUB SYSTEM W/CONTROLLER	060	10,721.13	-	Jun-93
10	9/25/2018	MISSING	59703	FIXED TRANSCEIVER EQUIPMENT & POWER SUPPLIES	060	12,519.47	-	Oct-93
10	7 9/25/2018	MISSING	59946	IBM PORTABLE 750C COMPUTER W/CASE	060	7,571.60	-	Nov-94
10	8 9/25/2018	MISSING	64255	QUANTUM HOT STANDBY KIT	060	7,555.97	-	Sep-97
10	9 9/25/2018	MISSING	64438	FRR-L/LN-12ABIA RUBIDIUM	060	6,794.38	-	Apr-98
11		MISSING	64962	HP C3984A COLOR LASERJET	060	6,707.44	-	Apr-99
11		MISSING		T1 TEST SET	060	7,611.08	-	Apr-99
11		MISSING		PROXIMA 9250 1400 ANSILUMEN PROJECTOR	060	6,763.00	-	May-99
11		MISSING		SONY DVCAM CAMCORDER	060	8,764.57	-	Jul-99
11	4 9/25/2018	MISSING	65614	COM SYSTEM ANALYZER W/FDMA	15L	34,426.13	-	Mar-00
11	5 9/25/2018	MISSING	65774	ELECTRONIC FINGERPRINT LS21 LIVE SCAN	060	246,470.63	-	Sep-99
11	9/25/2018	MISSING	65943	FLUKE DSP-4000 DIGITAL CABLE ANALYZER	060	5,786.46	-	Aug-00
11	7 9/25/2018	MISSING	66281	MOTOROLA CRT CONSOLE	060	21,676.48	-	Jun-96
11	9/25/2018	MISSING	68204	ANRITSU MS2711A HANDHELD ANALYZER	15L	11,858.96	-	May-02
11	9 9/25/2018	MISSING	68210	INTECOM TEST SYSTEM	060	7,348.99	-	May-02
12	9/25/2018	MISSING	68580	SMART SYMPODIUM INTERACTIVE TOP LECTERN	14Q	7,776.06	-	Jun-03
12	1 9/25/2018	MISSING	69206	3 OGHZ/1MB CACHE XEON 800MHZFRONT SIDE BUS	060	7,498.06	-	Mar-05
12	2 9/25/2018	MISSING	69212	MCDOWELL-CRAIG FURNITURE WORKSTATION	032	5,732.72	-	Apr-05
12	3 9/25/2018	MISSING	69236	SELECT SQL SVR ENT EDTN ENG LIC/SA LEV	060	7,670.56	-	May-05
12	4 9/25/2018	MISSING	69238	MOTOROLA UNIT RADIO - RADIO COMMUNICATION TELEPHONE	060	9,138.10	-	May-05
12	5 9/25/2018	MISSING	69239	MOTOROLA UNIT RADIO - RADIO COMMUNICATION TELEPHONE-	060	9,138.11	-	May-05
12	9/25/2018	MISSING	69406	MOTOROLA XTL 5000 CONSOLETTE RADIO DISP SYS /	060	6,418.38	-	Dec-05

SCHEDULE OF CAPITAL ASSETS REPORTED AS MISSING, DISMANTLED, DESTROYED, AND STOLEN 5 YEAR + CURRENT HISTORY FY 2014-15 THROUGH FY 2019-20 (NOTE 1)

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				CAPITAL				BOOK VALUE	
			DISPOSITION	ASSET		BUD	ACQUISITION COST		ACQUISITION
DEPARTMENT		ASR DATE		NUMBER	DESCRIPTION	CTRL	(NOTE 3)	(NOTE 4)	DATE
SHERIFF-CORONER	127	9/25/2018	` '	69407	MOTOROLA XTL 5000 CONSOLETTE RADIO DISP SYS/	060	6,418.38	-	Dec-05
(CONTINUED)	128	9/25/2018	MISSING	69438	DELL POWEREDGE 2850, 800 MHZ	060	6,472.54	-	Jan-06
,	129	9/25/2018	MISSING	69439	DELL POWEREDGE 2850, 800 MHZ	060	5,556.67	-	Jan-06
	130	9/25/2018	MISSING	69489	2.8 GHZ/2X2MB CACHE, XEON 800MHZ FSB PWREDGE	060	7,823.86	-	Mar-06
	131	9/25/2018	MISSING	69490	2.8 GHZ/2X2MB CACHE, XEON 800MHZ FSB PWREDGE	060	7,823.86	-	Mar-06
	132	9/25/2018	MISSING	69499	3.0 GHZ/2 MB CACHE, XEON, 800MHZ FSB PWREDGE	060	6,063.42	-	Mar-06
	133	9/25/2018	MISSING	69684	MOTOROLA XTL 5000CONSOLETTE RADIO DISP SYSTEM	060	5,517.88	-	Aug-06
	134	9/25/2018	MISSING	69854	CT-507 CARGO TRAILER 18'LX8'6"WX8'6"H	060	47,282.52	-	Oct-06
	135	9/25/2018		69855	DELL POWEREDGE 2850, 2.8 GHZ, 400 MHZ	060	7,472.26	-	Oct-06
	136	9/25/2018			HP DESIGNJET 820MFP PRINTER - PLOTTER	060	18,290.56	-	Nov-06
	137	9/25/2018		69972	DVD AND PHOTO MAPPER	060	10,268.58	-	Jan-07
	138	9/25/2018		72096	BI-DIRECTIONAL AMPLIFIER, 80DB GAIN W/ BATTERY	060	14,656.28	-	Jul-07
	139	9/25/2018			DELL PRECISION 690 WORKSTATION	060	7,634.27	-	May-07
	140	9/25/2018			BACKPACK VEHICLE SEARCH SYSTEM	060	9,207.24	-	Feb-08
	141	9/25/2018			DUAL CORE XEON 2.33GHZ PROCESSORS	060	7,094.26	-	Feb-08
	142	9/25/2018		73697	16 CHANNEL CAMERA INPUT, 16 INPUT AUDIO, 19 LCD	060	24,997.46	1,491.28	Feb-09
	143	9/25/2018		75084	VOICE STRESS ANALYZER	060	9,966.31	-	May-09
	144	9/25/2018		75747	COBHAM ORION GUARDIAN REAL TIME TRACKING SYSTEM	118	6,038.61	-	Dec-11
	145	9/25/2018		75749	COBHAM ORION GUARDIAN REAL TIME TRACKING SYSTEM	118	6,038.61	-	Dec-11
	147		DISMANTLED		MOTOROLA MOS 5000 REPEATER	060	10,103.73	-	Dec-96
	148		DISMANTLED	66278	MOTOROLA MSF 5000 REPEATER	060	10,103.72	-	Dec-96
	149		DISMANTLED		CENTRACOM GOLD ELITE RADIO DISPATCH, DESKTOP	060	6,810.88	-	Aug-06
	150		DISMANTLED DISMANTLED	69795 69991	1071 MINI SONAR HEAD 675KHZ, 650 M CENTRACOM RADIO DISPATCH S/N: 404CHB0465/70253	060 060	10,871.98	-	Sep-06
	151 152		DISMANTLED	73419	PATROL VIDEO SYSTEM	13R	6,810.88 7,156.50	-	Feb-07
	153		DISMANTLED		SERVER	13R	36,013.29	-	Jun-09 Jun-09
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		2,680,081.78 3,977.00	71,140.96	
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		162,685,603.54		
23. SOCIAL SERVICES AGENCY	1 2	5/24/2016 5/24/2016		54201 54249	OCTEL OVERTURE 200 TELEPHONE SYSTEM TOSHIBA TLP671 LCD PROJECTOR	063 063	33,857.86 5,447.31	-	Jan-98 May-01
									,
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		39,305.17 419.00	-	
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		8,315,707.23		
24. TREASURER-TAX COLLECTOR					TOTAL 5 YEAR DELETION FOR DEPT.		-	_	
					NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		30.00		
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		1,367,424.42		
25. INTERNAL AUDIT					TOTAL 5 YEAR DELETION FOR DEPT.		-	-	
					NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5)		-		
					TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		-		
as as Burlia Works									
26. OC PUBLIC WORKS		40/7/004 1	DECTROVES	04404	OFFICE TRAILER 40 V CO	200	10.077.00		I 70
	1		DESTROYED	01181	OFFICE TRAILER, 12 X 60	080	12,077.80	-	Jun-78
	2	10/7/2014			AUTOMATIC W/GST-29 TRIPOD ZEISS 1002-1	115	5,755.80	-	Jul-81
	3 4	10/7/2014			ALR 8200 W/MICROSOFT NT SERVER(FRM X017 05/09)	080	9,033.64	-	Mar-00
	4 5	10/7/2014 10/7/2014			HP DESIGNJET 1055 CM LEICA TOTAL STATION 1100 ACCESSORIES	400 400	9,377.48 6,917.55	-	Jun-00 Feb-01
	5 6					400 080		-	Jun-02
	ь	10/7/2014	MISSING	/1114	EMERGENCY RESPONDER SERVER 7835 PIII 7835-1266	080	10,221.98	-	Jun-UZ

SCHEDULE OF CAPITAL ASSETS REPORTED AS MISSING, DISMANTLED, DESTROYED, AND STOLEN 5 YEAR + CURRENT HISTORY FY 2014-15 THROUGH FY 2019-20 (NOTE 1)

DEPARTMENT		ASR DATE	DISPOSITION (NOTE 2)	CAPITAL ASSET NUMBER		BUD CTRL	ACQUISITION COST (NOTE 3)	BOOK VALUE AT DISPOSITION (NOTE 4)	ACQUISITION DATE
OC PUBLIC WORKS	7	10/7/2014	MISSING	32655A	SURVEY TOTAL STATION W/ACCESSORIES	115	13,881.23	· -	May-86
(CONTINUED)	8	10/7/2014	MISSING	64188A	GATEWAY 2200 S5-166BB COMPUTER	400	5,725.00	-	Aug-97
	9	9/27/2016	MISSING	65592	DELL POWEREDGE 6350 550 MHZ/IMB	080	16,696.94	-	Mar-00
	10	9/27/2016		71106	DELL POWER VAULT 630F	080	14,619.52	-	Mar-02
	11	9/27/2016			MEDIA CONVERGENCE SERVER 7835 PIII 7835-1266	080	10,221.97	-	Jun-02
	12	9/27/2016			NEO 4100 52 SLOT SDLT 320 DRIVE LVD	080	17,057.25	-	Feb-03
	13	9/27/2016			ADD-ON DRIVE KIT FOR NEO SDLT 320 LVD	080	6,116.97	-	Feb-03
	14	9/27/2016			POWEREDGE 2550 PENTIUM SERVER (CMPT 0001)	115	1,925.69	-	Jun-01
	15	9/27/2016			POWEREDGE 2550 PENTIUM SERVER (CMPT 0003)	400	1,925.70	-	Jun-01
	16	9/27/2016			CISCO CATALYST 4506, 96 PORTS	080	12,113.90	-	Jun-05
	17	9/27/2016			DELL POWEREDGE 2650 2.4 GHZ	080	6,099.72	-	Jun-03
	18	9/27/2016	MISSING	73017	HEWLETT PACKARD COMPUTERS	080	6,460.70	-	Dec-08
	19	9/25/2018	STOLEN	78003	VERMEER BC1500-15" BRUSH CHIPPER WITH TIER 4I ENGINE	115	61,516.20	47,120.47	Feb-16
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		227,745.04 2,766.00 96,071,969.96	47,120.47	
25. JOHN WAYNE AIRPORT	1	9/22/2015	DESTROYED	32357	MODULAR USED TRAILER 24 X 56	280	26,500.00	2,650.00	Feb-86
	2	9/22/2015	DESTROYED	62125	PORTABLE BARRACK (ADJ.MAINT.BLDG.) 20' X 40'	280	10,000.00	-	Oct-81
	3	5/23/2017		58971	ENVIRONMENT CONTROLLED SYSTEM	280	28,023.32	-	Mar-93
	4	5/23/2017		73760	POWEREDGE 2850 SERVER & MODULE	280	6,853.37	-	Feb-05
	5	5/23/2017	MISSING	73678	ADVANTECH RACKMOUNT COMPUTER (REPLACED 68440)	280	6,373.13	-	Dec-07
	8	5/21/2019	MISSING	74740	TERMINAL ROADWAY	280	5,283.82	-	Apr-13
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		83,033.64 302.00 13,017,296.13	2,650.00	
26. OC WASTE & RECYCLING	1	9/27/2016	DISMANTLED	58729	40'AUTOMATIC TARPING MACHINE	299	79,999.99	-	Mar-05
	2	9/26/2017	DISMANTLED	58667	40' AUTOMATIC TARPING MACHINE	299	68.506.49	9.971.33	Dec-02
	3		DISMANTLED		TARP MACHINE 40FT	299	78,050.87	59,734.21	Feb-09
	4	5/21/2019	DISMANTLED	74166	96" TOW BEHIND MAGNET SWEEPER	299	5,449.95	2,082.45	Apr-12
					TOTAL 5 YEAR DELETION FOR DEPT. NUMBER OF EQUIPMENT ASSETS FOR DEPT. AT 6/30/19 (NOTE 5) TOTAL EQUIPMENT ASSETS FOR DEPT AT 6/30/19 (NOTE 5)		232,007.30 694.00 79,642,979.17	71,787.99	

Notes

- (1) A 5 year history of deleted assets is to be included in each Capital Asset Disposition ASR, per Board of Supervisors Directive #13, dated September 22, 2009.
- (2) Missing, dismantled, destroyed, and stolen assets are from the supporting documentation attached to the ASRs to request the deletion of capital assets for the period of February 2014 to January 2020. (See BOS meeting dates 1/27/15, 5/19/15, 9/22/15, 1/26/16, 5/24/16, 9/27/16, 5/23/17, 9/26/17, 1/23/18, 5/22/18, 9/25/18, 5/21/19, 9/24/19. There were no ASRs filed in January 2014, January 2017 or January 2019).
- (3) Acquisition Cost Source: CAPS+ Data Warehouse Equipment Listing.
- (4) Book Value Source: CAPS+ Data Warehouse Equipment Listing. Book Value is equal to the acquisition cost less accumulated depreciation.
- (5) Total Equipment Assets and Asset Count Source: CAPS+ Data Warehouse Equipment Listing as of June 30, 2019.

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

December 14, 1993

On motion of Supervisor Vasquez, duly seconded and carried, the following Resolution was adopted:

WHEREAS, the Auditor-Controller requests adoption of revised

County Accounting Policy and Procedures No. 12 - Fixed Assets-Equip
ment, and delegation of future revisions of the Procedure to the

Auditor-Controller;

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby rescind Resolution No. 78-1848, dated December 19, 1978.

BE IT FURTHER RESOLVED that this Board does hereby adopt revised County Accounting Policy and Procedure No. 12 - Fixed Assets-Equipment.

BE IT FURTHER RESOLVED that this Board does hereby delegate to the Auditor-Controller the authority to make any future revisions to fixed asset policies and procedures without further Board action.

Resolution No. 93-1390 County Accounting Policy and Procedure No. 12 - Fixed Assets-Equipment

Page 1 of 2

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

PHYLLIS A. HENDERSON

Clerk of the Board of Supervisors County of Orange, California

AYES: Supervisors GADDI H. VASQUEZ, THOMAS F. RILEY,

ROGER R. STANTON, WILLIAM G. STEINER,

and HARRIETT M. WIEDER

NOES: Supervisors None

Supervisors ABSENT: None

STATE OF CALIFORNIA ss. COUNTY OF ORANGE

I, PHYLLIS A. HENDERSON, Clerk of the Board of Supervisors of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 14th day of December, 1993, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of December, 1993.

Clerk of the Board of Supervisors of Orange County, California

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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001341

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Auditor-Controller (Approved) **DEPARTMENT CONTACT PERSON(S):** Frank Davies (714) 834-2450

JC Squires (714) 834-5521

SUBJECT: Fund/Budget Control Semi-Annual Report For Fiscal Year 2019-20

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 09/24/2019 #3

RECOMMENDED ACTION(S):

Receive and file the Fund/Budget Control Semi-Annual Report for Fiscal Year 2019-20.

SUMMARY:

The Auditor-Controller's submittal of the Semi-Annual Fund/Budget Control Report for July 1, 2019, to December 31, 2019, complies with County Accounting Procedure F-3, "Requesting Establishment/Deletion of Fund/Budget Controls."

BACKGROUND INFORMATION:

County Accounting Procedure F-3, "Requesting Establishment/Deletion of Funds/Budget Controls," details the process to be followed by the departments, the Auditor-Controller and the County Executive Office (CEO) in establishing new funds/budget controls and deleting obsolete funds/budget controls from the County's Chart of Accounts. With the exception of School Funds maintained by the Treasurer-Tax Collector, the procedure calls for CEO review and concurrence with the establishment and/or deletion of funds and budget controls that have not been authorized by the Board of Supervisors (Board).

Section 8 of the procedure contains a provision for submitting semi-annual reports to the Board listing new funds and budget controls. As shown on the attached report, 10 funds/budget controls were established from July 1, 2019, to December 31, 2019. During this same period, three funds/budget controls were deleted at the request of the controlling department. Supporting documents for the creation or deletion of the funds and budget controls are available at the Auditor-Controller's Office.

Prior Board Action:

On September 24, 2019, the Board approved the Fund/Budget Control Semi-Annual Report for the period of January 1, 2019, to June 30, 2019.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - FY 2019-20 Semi-Annual Report New Fund/Budget Control for July-December 2019 Attachment B - FY 2019-20 Semi-Annual Report Closed Fund/Budget Control for July-December 2019

ATTACHMENT A

	FISCAL YEAR 2019-20 SEMI-ANNUAL REPORT NEW FUND/BUDGET CONTROL FOR JULY 1, 2019 TO DECEMBER 31, 2019					
DATE ESTABLISHED	FUND / BUDGET CONTROL	TITLE	CONTROLLING DEPARTMENT	AUTHORITY / PURPOSE:	19 TO DECEMBER 31, 2019	
09/10/19	92-2124	Rancho Santiago CCD GOB El 2012, 2019	T-TC	Authority:	Rancho Santiago Community College District Resolution No. 19-18 dated July 15, 2019.	
00/10/10	02 2121	Series C	1 10	Purpose:	To account for the expenditures of authorized projects and investment earnings received.	
09/12/19	6EV/6EV	Rancho Santiago CCD GOB El 2012, 2019 Series C	T-TC	Authority:	Rancho Santiago Community College District Resolution No. 19-18, dated July 15, 2019; Rancho Santiago Community College District duly called election on November 6, 2012; Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.	
				Purpose:	To account for all monies received and expended on bond-funded projects.	
10/29/19	04-2131	Anaheim Elementary School District GOB	T-TC	Authority:	Anaheim Elementary School District Resolution No. 2019-20/12 dated September 25, 2019.	
10/29/19	04-2131	Election 2010, Series 2019	1-10	Purpose:	To account for the proceeds and expenditures of authorized bond projects and investment earnings.	
10/29/19	64-2127	Anaheim Union High School District GOB	T-TC	Authority:	Anaheim Union High School District Resolution No. 2019/20-B-07 dated October 10, 2019.	
10/29/19	04-2121	Election 2014, Series 2019	1-10	Purpose:	To account for the expenditures of authorized bond projects and investment earnings received.	
	79-6262	Sycamore Creek Community Charter School Fund	T-TC	Authority:	Sycamore Creek Community Charter School Resolution No. 102 dated August 29, 2019.	
10/30/19				Purpose:	The disbursements from this fund may be made for the payments of all activities related and	
					necessary for the operation of Sycamore Creek Community Charter School.	
10/30/19	6EW/6EW	Anaheim ESD GOB El 2010, Series 2019	T-TC	Authority:	Anaheim Elementary School District Resolution No. 2019-20/01, dated July 24, 2019; Anaheim Elementary School District duly called election on November 2, 2010 Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.	
				Purpose:	To account for all monies received and expended on bond-funded projects.	
10/30/19	6EX/6EX	Anaheim UHSD GOB El 2014, Series 2019	T-TC	Authority:	Anaheim Union High School District Resolution No. 2019/20-B-01, dated July 11, 2019; Anaheim Union High School District duly called election on November 4, 2014; Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.	
				Purpose:	To account for all monies received and expended on bond-funded projects.	
11/07/19	80-1717	Orange USD Special Reserve Fund for Other	T-TC	Authority:	Orange Unified School District Resolution No. 08-19-20 dated August 15, 2019.	
11/07/19	00-1717	than Capital Outlay	1-10	Purpose:	To maintain a separate accounting of reserves for other than capital outlay projects.	
11/07/19	85-6262	International School for Science and Culture Fund	T-TC	Authority:	The International School for Science and Culture (ISSAC) Resolution No. 9 dated September 18, 2019.	
		rund		Purpose:	To provide a separate enterprise fund for the operation of ISSAC.	
11/20/19	163/163	Orange County Housing Finance Trust	OCCR	Authority:	March 12, 2019 Board action approved of OCHFT Joint Powers Authority Agreement, Health and Safety Code Section 50093.	
11/20/10	100/100	Orange County Housing Finance Trust	0001	Purpose:	To provide funding for the planning and construction of housing of all types and tenures for the homeless populations and persons and families of extremely low, very low and low income.	

ATTACHMENT B

	FISCAL YEAR 2019-20 SEMI-ANNUAL REPORT CLOSED FUND/BUDGET CONTROL FOR JULY 1, 2019 TO DECEMBER 31, 2019						
DATE CLOSED	FUND / BUDGET CONTROL	TITLE	CONTROLLING DEPARTMENT	AUTHORITY / PURPOSE:			
07/09/19	105/105	Courthouse Temp Construction	CEO	Authority: Purpose:	Authorized by the Board of Supervisors by Resolution 83-1788 on December 6, 1983. To account for construction costs and interest earned on monies deposited into this fund for criminal justice and court facilities.		
09/10/19	213/213	Sales and Use Tax Compensation Fund	A-C	Authority: Purpose:	Revenue and Taxation Code Section 97.68 (Chapter 2/2004, AB5X9). "Triple Flip" legislation required establishment of a Sales and Use Tax Compensation Fund in each county for use in reallocating property taxes from the Educational Revenue Augmentation Fund to cities and counties to reimburse them for loss of the one-quarter percent sales tax rate reallocated to the State to pay the State's debt service on the Economic Recovery Bonds.		
09/10/19	353/353	County Auditor-Controller's Trust Fund	A-C	Authority: Purpose:	Executive decision from Auditor-Controller V. A. Heim Holding account, where monies are either transferred, remitted, or escheated.		

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001251

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Auditor-Controller (Approved) **DEPARTMENT CONTACT PERSON(S):** Frank Davies (714) 834-2450

JC Squires (714) 834-5521

SUBJECT: County Capital Asset Physical Inventory Dates

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 01/29/2019 #6, 01/23/2018 #6, 01/24/2017 #5, 01/26/2016 #9

RECOMMENDED ACTION(S):

Approve the attached Schedule of County Capital Assets Physical Inventory Dates for calendar years 2020 and 2021 as submitted by the Auditor-Controller.

SUMMARY:

Approval of the Auditor-Controller Schedule of County Capital Assets Physical Inventory Dates will ensure compliance with codified ordinances and federal laws.

BACKGROUND INFORMATION:

The Codified Ordinances of the County of Orange require that a schedule of County Capital Assets Physical Inventory Dates be prepared and submitted by the Auditor-Controller each year for approval by the Board of Supervisors (Board). The schedule has been prepared in accordance with Section 1-4-82 of the Codified Ordinances of the County of Orange and complies with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) which requires a physical inventory at least once every two years.

Prior Board Actions:

On January 29, 2019, the Board approved the Schedule of County Capital Assets Physical Inventory Dates for calendar years 2019 and 2020. On January 23, 2018, the Board approved the Schedule of County Capital Assets Physical Inventory Dates for calendar years 2018 and 2019. On January 24, 2017, the Board approved the Schedule of County Capital Assets Physical Inventory Dates for calendar years 2017 and 2018. On January 26, 2016, the Board approved the Schedule of County Capital Assets Physical Inventory Dates for calendar years 2016 and 2017.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Schedule of County Capital Assets Physical Inventory Dates

Attachment B - Codified Ordinances of the County of Orange, Section 1-4-82

Attachment C - Uniform Guidance, 200.313, Equipment

SCHEDULE OF COUNTY CAPITAL ASSETS PHYSICAL INVENTORY DATES

(Filed Pursuant to Section 1-4-82, Codified Ordinances of Orange County)

Date of Proposed Inventory	Controlling Department/Budget Control	Official	Budget Control(s) ³	Date of Last Inventory
2020				
January	Board of Supervisors, 3rd District	Wagner	008	01/2018 2
January	OC Public Works	Silsby	034 040 071 080 113 115 137 140 296 400 404 828	01/2018
January	Sheriff-Coroner	Barnes	032 047 060 109 118 126 132 139 13R 143 144 14E	01/2018
March	Clerk-Recorder	Nguyen	059 12D	03/2018
Мау	Treasurer-Tax Collector	Freidenrich	074 107	05/2018
June	Board of Supervisors, 4th District	Chaffee	009	06/2018 ²
June	Internal Audit	Alonso	079	06/2018 ²
July	Child Support Services	Eldred	027	07/2018
August	County Executive Office	Kim	017 038 054 081 289	08/2018
October	County Counsel	Page	025	10/2018 ²
October	John Wayne Airport	Rondinella	280	10/2018
October	OC Waste & Recycling	Koutroulis	299	10/2018

SCHEDULE OF COUNTY CAPITAL ASSETS PHYSICAL INVENTORY DATES

Date of

ATTACHMENT A

(Filed Pursuant to Section 1-4-82, Codified Ordinances of Orange County)

Proposed Inventory	Controlling Department/Budget Control	Official	Budget Control(s) ³	Date of Last Inventory
2020 Continued				
November	District Attorney/Public Administrator	Spitzer	026 029 116 122	11/2018
December	Assessor	Parrish	002 12P	12/2018
December	Auditor-Controller	Davies	003 014 015	12/2018
2021				
January	Board of Supervisors, 1st District	Do	006	01/2019
January	Board of Supervisors, 2nd District	Steel	007	01/2019
January	Board of Supervisors, 5th District	Bartlett	010	01/2019
January	Registrar of Voters	Kelley	031 297	01/2019
March	Clerk of the Board	Stieler	011	03/2019
March	Health Care Agency/Public Guardian	Sanchez	042	03/2019
March	OC Community Resources	Wright	012 106 108 117 119 120 146 15F 15G 405	03/2019
March	Probation	Sentman	057	03/2019

VACANT

VACANT

Petrosino

Hoard

Baetz

Notes:

April

May

July

August

December

- 1 Inventory in progress.
- 2 Department has no capital assets (i.e., equipment).
- 3 Only budget controls with capital assets-equipment are included in this schedule.

Performance Audit

Office of Independent Review

OC Ethics Commission

Social Services Agency

Public Defender

04/2019 2

05/2019 2

07/2019 2

08/2019

12/2019 ¹

050

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052

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or proceeding in any court against the State or this County or against any officer of the State or this County to prevent or enjoin the collection under this article or part 1.5 of division 2 of the Revenue and Taxation Code of any tax or any amount of tax required to be collected. (Code 1961, § 14.045)

Secs. 1-4-65—1-4-69. Reserved.

Sec. 1-4-70. Amendment to the Revenue and Taxation Code.

All amendments of the Revenue and Taxation Code enacted subsequent to January 1, 1962, which relate to the sales and use tax and which are not inconsistent with part 1.5, division 2, of the Revenue and Taxation Code shall automatically become a part of this article. (Code 1961, § 14.046)

Sec. 1-4-71. Ordinance to be made inoperative.

This ordinance may be made inoperative not less than sixty (60) days, but not earlier than the first day of the calendar quarter, following the County's lack of compliance with article II (commencing with section 29530) of chapter 2 of division 3 of title 3 of the Government Code. (Code 1961, § 14.047)

Sec. 1-4-72. Operative date.

- (a) Sections 1-4-61.1, 1-4-62.1, and 1-4-63.1 of this article shall become operative on January 1 of the year following the year in which the State Board of Equalization adopts an assessment ratio for State-assessed property which is identical to the ratio which is required for local assessment by section 401 of the Revenue and Taxation Code, at which time sections 1-4-62 (b) (4), 1-4-62 (b) (3), and 1-4-63 shall become inoperative.
- (b) In the event that sections 1-4-61.1, 1-4-62.1, and 1-4-63.1 of this article become operative and the State Board of Equalization subsequently adopts an assessment ratio for State-assessed property which is higher than the ratio which is required for local assessments by section 401 of the Revenue and Taxation Code, sections 1-4-61 (b) (4), 1-4-62 (b) (3), and 1-4-63 shall become operative on the first day of the month next following the month in which such higher ratio is adopted, at which time sections 1-4-61.1, 1-4-62.1, and 1-4-63.1 of this article shall be inoperative

until the first day of the month following the month in which the Board again adopts an assessment ratio for State-assessed property which is identical to the ratio required for local assessments by section 401 of the Revenue and Taxation Code at which time sections 1-4-61.1, 1-4-62.1, and 1-4-63.1 shall again become operative and sections 1-4-62 (b) (4), 1-4-62 (b) (3), and 1-4-63 shall become inoperative.

(Ord. No. 2706, § 1, 10-16-73)

Sec. 1-4-72.1. Operative date.

Sections 1-4-61.2, 1-4-62.2, and 1-4-63.2 of this article shall be inoperative until the operative date of any act of the Legislature of the State of California which amends or repeals and reenacts sections 7202 and 7203 of the Revenue and Taxation Code to provide an exemption for operators of waterborne vessels in the same or substantially the same language as that existing in those sections of the Revenue and Taxation Code as they read on October 1, 1983, at which time sections 1-4-61.2, 1-4-62.2, and 1-4-63.2 of this article shall become operative and sections 1-4-61.1, 1-4-62.1, and 1-4-63.1 of this article shall become inoperative.

(Ord. No. 3431, § 2, 12-20-83)

Secs. 1-4-73—1-4-81. Reserved.

ARTICLE 5. COUNTY PROPERTY INVENTORY

Sec. 1-4-82. Staggered¬ inventory¬ dates adopted.

The inventory date for each County officer or person in charge of any agency, office, department, service or institution of the County, each officer of a judicial district, each judge or the clerk, secretary or other administrative officer of each court of record and the executive head of each special district whose affairs and funds are under the supervision and control of the Board of Supervisors or for which the Board is ex officio the governing body is as set forth in the schedule of property inventory dates prepared and submitted to the Board of Supervisors for approval by the Auditor-Controller in January of each year; provided, however, that if another inventory is performed before the date set forth in said schedule, the Auditor-Controller may establish the next § 1-4-82¬ ORANGE COUNTY CODE § 1-4-120

inventory date to be three (3) years after the date of said other inventory, and at three-year intervals thereafter.

(Code 1961, § 14.051; Ord. No. 2999, § 1, 8-23-77)

Sec. 1-4-83. Inventory reports.

The inventory reports required by Government Code section 24051 shall be filed with the County Auditor-Controller no later than the last day of the month following the fiscal inventory date set forth in this article.

(Code 1961, § 14.052; Ord. No. 2999, § 1, 8-23-77)

Sec. 1-4-84. Unlocated items.

The Board shall adopt procedures to be followed with regard to unlocated items. (Code 1961, § 14.053)

Sec. 1-4-85. Inventory period.

The inventory period required by Government Code section 24051 shall be three (3) years. (Ord. No. 2999, § 3, 8-23-77)

Editor's note—Section 2 of Ord. No. 2999, adopted Aug. 23, 1977, repealed former §§ 1-4-85, 1-4-86, 1-4-92—1-4-96 and 1-4-102—1-4-106, which sections provided inventory dates for specific County offices, departments, institutions or services. Section 3 of said Ord. No. 2999 added a new § 1-4-85 to read as herein set out. Said former sections were derived from Code 1961, §§ 14.054—14.0515; Ord. No. 2642, § 1, enacted Jan. 10, 1973; Ord. No. 2825, § 1, enacted March 18, 1975; Ord. No. 2841, § 1, May 27, 1975; and Ord. No. 2911, § 1, enacted May 11, 1976.

Secs. 1-4-86—1-4-106. Reserved.

Sec. 1-4-107. New budget units.

If at any time new budget units are added and assigned to an existing department, the inventory dates shall be the same as that for other budget units under control of the same department head. If at any time new budget units are added and are assigned to a new department, the inventory dates shall be at three-year intervals commencing three (3) years from the month the budget unit was established or at such earlier time as may be deemed advisable by the Auditor-Controller. (Code 1961, § 14.0516)

Sec. 1-4-108. Orange County-Westminster Civic Center Authority and Orange County Civic Center Authority.

Custody responsibility for equipment purchased with Orange County-Westminster Civic

Center Authority or Orange County Civic Center Authority funds shall be assigned to the departments using the equipment. The equipment shall be inventoried and separate reports submitted by the using department at the same time and in the same manner as prescribed for County property under their control.

(Code 1961, § 14.0517)

Secs. 1-4-109-1-4-118. Reserved.

ARTICLE 6. TRANSIENT OCCUPANCY TAX

Sec. 1-4-119. Title.

This ordinance shall be known as the Uniform Transient Occupancy Tax Ordinance of the County of Orange.

(Code 1961, § 14.061)

Sec. 1-4-120. Definitions.

The following terms as used in this article shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

Hotel shall mean any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, roominghouse, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location or other similar structure or portion thereof.

Hotel does not mean any of the following: Any hospital, sanitarium, medical clinic, convalescent home, rest home, home for aged people, foster home or other similar facility operated for the care or treatment of human beings; any asylum, jail, prison, orphanage or other facility in which human beings are detained and housed under legal restraint; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees, and any fraternity or sorority house or similar facility occupied exclusively by students and employees of such educational institution, and officially recognized or approved by it; any housing operated or used exclusively for religious, charitable or educational purposes by an organiobtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(h) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(i) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

§ 200.309 Period of performance.

A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or passthrough entity.

Property Standards

§ 200.310 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

§ 200.311 Real property.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- (b) Use. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
- (c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

$\S\,200.312$ Federally-owned and exempt property.

(a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by

the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt federally-owned property means property acquired under a Federal award the title based upon the explicit terms and conditions of the Federal award that indicate the Federal awarding agency has chosen to vest in the non-Federal entity without further obligation to the Federal government or under conditions the Federal agency considers appropriate. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt federally-owned property acquired under the Federal award remains with the Federal government.

§ 200.313 Equipment.

See also § 200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
 - (c) Use.
- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by

the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or

project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an

interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the

replacement property.

(d) Management requirements.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property,

percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at

least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property

in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to

the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the

Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition

actions.

§ 200.314 Supplies.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized

by Federal statute.

§ 200.315 Intangible property.

(a) Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to

authorize others to do so.

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001425

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: District Attorney (Approved) **DEPARTMENT CONTACT PERSON(S):** Glenn Robison (714) 347-8778

Shawn Nelson (714) 347-8402

SUBJECT: Accept Cash Donation from a Non-Profit 501(c)(3) Organization

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: \$412,000

Funding Source: 100% (OC GRIP) County Audit in last 3 years: No

Prior Board Action: 05/21/2019 #4

RECOMMENDED ACTION(S):

Authorize the District Attorney to accept the donation in the amount of \$412,000 from Orange County Gang Reduction and Intervention Partnership to support the gang reduction and intervention programs.

SUMMARY:

Approval to accept the cash donation in the amount of \$412,000 from the Orange County Gang Reduction and Intervention Partnership, a non-profit 501(c)(3) organization will assist to pay for expenses related to the District Attorney's Gang Reduction and Intervention Partnership programs.

BACKGROUND INFORMATION:

The Orange County Gang Reduction and Intervention Partnership (OC GRIP) is a non-profit 501(c)(3) organization that supports the initiatives of the GRIP program in the Orange County District Attorney's Office (OCDA). OC GRIP's mission is to prevent at-risk minors from joining criminal street gangs and enable them to graduate from high school without committing a crime and becoming productive citizens in society.

The Board of Directors of OC GRIP voted to make a donation in the amount of \$412,000 to the OCDA GRIP program. The purpose of the donation is to support the ongoing effort to reduce gang involvement and provide intervention programs.

The OCDA GRIP program is involved in 13 cities and 60 schools throughout Orange County and is operated by the OCDA; Orange County Sheriff's Department in the cities of Stanton, Aliso Viejo, Mission Viejo, San Juan Capistrano and San Clemente and in unincorporated communities in north Orange County; Orange County Probation Department; Orange County Health Care Agency; Waymakers; and police agencies including Santa Ana, Orange, Fullerton, Garden Grove, Buena Park, Anaheim, Costa Mesa, Placentia and California State University Fullerton Police Department. GRIP also collaborates with over 500 community partners, including several Orange County School Districts, local businesses, non-profit organizations and several faith-based groups. This commitment includes over 800 faculty mentors, approximately 1,000 parent greeters, gang information forums, parent and faculty education, parent involvement meetings and positive incentive programs. The OCDA GRIP program's goal is to prevent minors from joining criminal street gangs and to help them stay in school. Since the start of the GRIP program, there has been an increase in school attendance, a decrease in crimes that occur on campus, an increase in neighborhood watch programs, a decrease in suspensions and expulsions and an increase in parent and students education about the dangers in participating in criminal street gangs.

The entire donation amount of \$412,000 will be utilized to support the OCDA GRIP program activities. In a similar action, the Board of Supervisors (Board) authorized the District Attorney to accept a donation of \$339,487 from OC GRIP on May 21, 2019.

The District Attorney requests Board approval to accept the \$412,000 cash donation as referenced in the Recommended Action.

FINANCIAL IMPACT:

The acceptance of the donation will be absorbed within the revenues in the FY 2019-20 Budget for Budget Control 026, District Attorney.

STAFFING IMPACT:

N/A

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001428

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: District Attorney (Approved)

DEPARTMENT CONTACT PERSON(S): Glenn Robison (714) 347-8778

Shawn Nelson (714) 347-8402

SUBJECT: Accept Donation of Vehicle from Tuttle-Click Ford, Inc.

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: Yes Current Year Cost: See Financial Annual Cost: N/A

Impact Section

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: 100% (OC GRIP) County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

- 1. Authorize the District Attorney to accept the donation of one 2017 Ford Mustang with an estimated value of \$18,219 from Tuttle-Click Ford, Inc. to support gang reduction and intervention programs within the County of Orange.
- 2. Direct the Auditor-Controller to include the 2017 Ford Mustang in the Fixed Asset Inventory for the Orange County District Attorney Office, Budget Control 026.

SUMMARY:

Approval of the donation of the 2017 Ford Mustang from Tuttle-Click Ford will assist the District Attorney's Office in promoting the Orange County Gang Reduction and Intervention Partnership program to the Orange County community.

BACKGROUND INFORMATION:

The mission of the Orange County Gang Reduction and Intervention Partnership (OC GRIP) is to prevent at-risk minors from joining criminal street gangs and enable them to graduate from high school free from destructive activities and behavior.

The Orange County District Attorney's Office (OCDA) GRIP program is involved in 13 cities and 60 schools throughout Orange County and is operated by the OCDA; Orange County Sheriff's Department in the cities of Stanton, Aliso Viejo, Mission Viejo, San Juan Capistrano and San Clemente and in unincorporated communities in north Orange County; Orange County Probation Department; Orange County Health Care Agency; Waymakers; and police agencies including Santa Ana, Orange, Fullerton, Garden Grove, Buena Park, Anaheim, Costa Mesa, Placentia and California State University Fullerton Police Department. GRIP also collaborates with over 500 community partners, including several Orange County School Districts, local businesses, non-profit organizations and several faith-based groups. This commitment includes over 800 faculty mentors, approximately 1,000 parent greeters, gang information forums, parent and faculty education, parent involvement meetings and positive incentive programs. The OCDA GRIP program's goal is to prevent minors from joining criminal street gangs and to help them stay in school. Since the start of the GRIP program, there has been an increase in school attendance, a decrease in crimes that occur on campus, an increase in neighborhood watch programs, a decrease in suspensions and expulsions and an increase in parent and students education about the dangers in participating in criminal street gangs.

On December 11, 2017, the OCDA accepted the donation of a no cost two-year lease of a 2017 Ford Mustang from Tuttle-Click Ford, Inc. On December 20, 2017, the OCDA provided the Board of Supervisors (Board) with Notification of Receipt of Two-Year Lease Donation of a 2017 Ford Mustang. The vehicle was to be returned to Tuttle Click Ford, Inc. at the end of the lease. On December 6, 2019, during a special event honoring OC GRIP students, the car dealership announced that it would donate the vehicle to the program.

The OC GRIP vehicle has been used for truancy sweeps, curfew sweeps, home visits of at-risk students and interventions with parents. The OC GRIP vehicle has also been used at school, law enforcement and community events throughout the County. Since the vehicle is clearly marked "OC GRIP Bureau of Investigation", the presence of the vehicle itself is a deterrent to criminal activity and assists in promoting the OC GRIP program to the Orange County community.

The proposed donation of the 2017 Ford Mustang has an estimated value of \$18,219 including tax and license. The District Attorney requests that the Board accept the donation to support gang reduction and intervention programs and requests that the Auditor-Controller include the one 2017 Ford Mustang in the Fixed Asset Inventory for the District Attorney, Budget Control 026 as referenced in the Recommended Action.

FINANCIAL IMPACT:

The donation from Tuttle-Click Ford, Inc. is at no cost to the County. Funding for ongoing maintenance costs will be absorbed within the existing FY 2019-20 Budget for Budget Control 026, District Attorney and will be included in the budgeting process in future years.

STAFFING IMPACT:

N/A

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-000934

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)

DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026

Jeff Nagel (714) 834-7024

SUBJECT: Approve Agreement for Community Networking for Transitional Age Youth

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	Approved Agreement to Form	Consent Calendar
		3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$123,033 Annual Cost: FY 2020-21

\$295,278

FY 2021-22 \$295,278

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Mental Health County Audit in last 3 years: No

Services Act/Prop 63)

Prior Board Action: 05/21/2019 #33

RECOMMENDED ACTION(S):

- 1. Approve the selection of and the Agreement with National Council on Alcoholism and Drug Dependence Orange County for provision of Community Networking Services for Transitional Age Youth and Young Adults, for the period of February 1, 2020, through June 30, 2022, for a total maximum obligation not to exceed \$713,589, renewable for two additional one-year terms.
- 2. Pursuant to Contract Policy Manual Section 3.4-114, authorize the Health Care Agency Director or designee to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the first full year of the contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients being served.
- 3. Authorize the Health Care Agency Director, or designee, to execute the Agreement as referenced in the Recommended Actions above.

SUMMARY:

Approval of the selection of, and Agreement with National Council on Alcoholism and Drug Dependence - Orange County for provision of Community Networking Services for Transitional Age Youth and Young Adults will increase help-seeking behavior by providing a platform to educate Transitional Age Youth and young adults about mental health resources, reduce stigma and enable timely access to mental health programs.

BACKGROUND INFORMATION:

Community Networking Services for Transitional Age Youth (TAY) and Young Adults are new services that seek to specifically support and engage youth between the ages of 16-24 years in Orange County. These services were identified as a priority through a community planning process conducted in the fall of 2018 and approved by the Mental Health Services Act (MHSA) Steering Committee. Services are funded by unspent MHSA funds carried over from prior fiscal years that need to be utilized within the next three years to expand Prevention and Early Intervention (PEI) services.

The Health Care Agency (HCA) developed a PEI program focusing on TAY and young adults that was approved by your Honorable Board of Supervisors (Board) on May 21, 2019, as part of the MHSA Annual Plan Update for Fiscal Year 2019-20. These services are consistent with PEI regulations established by the state Mental Health Services and Oversight Accountability Commission (MHSOAC) whereby counties are required to use PEI funds to: 1) combat stigma associated with mental illness and/or the seeking of mental health services, 2) promote awareness around mental health issues and available services and 3) encourage and support timely access to needed mental health services.

HCA released a Request for Proposals (RFP) for TAY and Young Adult Mental Health Services on August 8, 2019, via BidSync. Four separate projects were listed in the RFP, including: a) Training Services, b) Educational Activities, c) Outreach Services and d) Community Networking. There were a total of five responders to the four separate projects requested. An evaluation panel consisting of one HCA representative and two non-HCA representative(s) evaluated the proposals and recommended award of agreement to National Council on Alcoholism and Drug Dependence - Orange County (NCADD-OC) for Networking Services. In addition, Laguna Playhouse was awarded an agreement for Outreach Services and National Alliance on Mental Illness Orange County was awarded an agreement for Educational Activities. Both Agreements were under the Board threshold amounts set forth in the 2019 Contract Policy Manual and are, therefore, not included in the Recommended Actions. The proposals submitted for Training Services were deemed unresponsive and, therefore, not awarded. HCA will not rebid for training services at this time.

HCA staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with PCE Solutions, Drug-Free Communities Support Program and California Department of Public Health regarding similar projects.

Services are designed to address the mental health needs of TAY and young adults including students in colleges and universities, and TAY and young adults who are not in the educational institutions but may be at risk of behavioral health conditions developing or getting worse. Services will focus on youth who may be unserved and underserved youth including those who identify as lesbian, gay, bisexual, transgender, Intersex Questioning (LGBTIQ), veterans, new immigrants, individuals from diverse ethnic

communities and/or at-risk foster youth. Family and friends of these TAY and young adults and any individuals who support them will also be included.

Scope of Services

NCADD-OC will collaborate with Orange County colleges, universities, trade schools and community-based organizations serving TAY and young adults to form Connect OC, a Countywide Coalition. Connect OC will be comprised of faculty/staff from universities and colleges, peer leaders from the campuses, TAY from the community and representatives from various organizations serving TAY and young adults throughout Orange County. Through coalition meetings, community mental health educational forums, social media promotion and website resource development, Connect OC will enhance community collaborations across Orange County in all supervisorial districts and expand behavioral health knowledge and awareness of community resources, specific to TAY and young adults. Connect OC will promote mental health educational events throughout Orange County and educate the community on a wide array of topics impacting TAY and young adults including: anxiety, depression, stress, trauma, suicide prevention, substance use prevention, signs and symptoms of mental illness and community resources. Furthermore, Connect OC will ensure community efforts are further aligned and will strategize the most effective ways of disseminating information to TAY and young adults, their friends and family members and individuals who serve these populations. Ultimately, the goal of Connect OC is to increase help-seeking behaviors of TAY and young adults.

Performance Units of Services

HCA has negotiated the following annual units of services to ensure a Countywide program impact over three years, increasing help-seeking behaviors as measured by the performance outcome goals below. NCADD-OC will host Connect OC Coalition meetings, consisting of at least 10 representatives from local colleges/universities and 10 representatives from community-based organizations serving TAY and young adults. See Table 1 for annual units of service.

Table 1: Units of Service

Service Category	Annual Units of Service
Connect OC Coalition Meetings	Minimum of 8 meetings
Community Mental Health Forums	6 Forums
Mental Health Exhibits	5 Campus Locations
Coalition, Forum and Exhibit Participants	3,000

<u>Performance Outcomes</u>: Program performance outcomes for the proposed Agreement will be collected through post-surveys and demonstrate the following:

- Program participants will report an increase of knowledge of community mental health resources.
- Program participants will report an increase in confidence to navigate the behavioral health system.
- Program participants will report a decrease in stigma related to behavioral health conditions.
- Program participants will report an increase in confidence to facilitate and engage in help-seeking behaviors.

The Agreement includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

Pursuant to Contract Policy Manual Section 3.4-114, HCA recommends authorizing the Health Care Agency Director or designee to exercise a contingency contract cost increase, not to exceed a total of 10

percent of the contract amount for the first full year of the contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients being served.

This item is coming to your Board with less than 30 days prior to execution of the Agreement. This Agreement was brought to your Board at the earliest Board date available to expedite the implementation of this new program that will fill an unmet need in Orange County.

HCA requests that the Board approve the selection of and the Agreement for provision of Community Networking Services for TAY and Young Adults with NCADD-OC, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Agreement are included in Budget Control 042 in FY 2019-20 Budget and will be included in the budgeting process for future years.

Should services need to be reduced or terminated due to lack of funding, the Agreement contains language that allows HCA to give a 30-day notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Community Networking Services for TAY and Young Adults

Attachment B - Contract Summary Form

Attachment C - RFP Final Scoring Summary

Attachment D - RFP Scoring Summary Table

AGREEMENT FOR PROVISION OF 1 TRANSITIONAL AGE YOUTH AND YOUNG ADULT 2 MENTAL HEALTH COMMUNITY NETWORKING SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 AND 6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - ORANGE COUNTY 7 (NCADD-OC) 8 FEBRUARY 1, 2020 THROUGH JUNE 30, 2022 9 10 THIS AGREEMENT entered into this 1st day of February 2020 (effective date), is by and between 11 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and 12 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY 13 (NCADD-OC), a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR 14 may sometimes be referred to herein individually as "Party" or collectively as "Parties." This 15 Agreement shall be administered by the Director of the COUNTY's Health Care Agency or an 16 authorized designee ("ADMINISTRATOR"). 17 18 19 WITNESETH: 20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Transitional 21 Age Youth and Young Adult Mental Health Community Networking Services described herein to the 22 residents of Orange County; and 23 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and 24 conditions hereinafter set forth: 25 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 26 herein, COUNTY and CONTRACTOR do hereby agree as follows: 27 // 28 // 29 30 31 32 33 34 35 36 37

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1	1	REFERENCED CONTRACT I	PROVISIONS				
2							
3	Term: February 1, 2020 through June 30, 2022						
4	Period One means the period from February 1, 2020 through June 30, 2020						
5	Period Tw	o means the period from July 1, 2020 through	gh June 30, 2021				
6	Period Thr	Period Three means the period from July 1, 2021 through June 30, 2022					
7							
8	Maximum Obligat						
9		eriod One Maximum Obligation:	\$ 123,033				
10		eriod Two Maximum Obligation:	295,278				
11		eriod Three Maximum Obligation:	295,278				
12	TO	OTAL MAXIMUM OBLIGATION:	\$ 713,589				
13							
14	Basis for Reimbur	rsement: Actual Cost					
15							
16	Payment Method:	Monthly in Arrears					
17	COMPRACTOR I						
18	CONTRACTOR	DUNS Number: 03-059-1697					
19		05 1070046					
20	CONTRACTOR	FAX ID Number: 95-1970946					
21	NI-41A- COLINI	TV I CONTED A CITOD.					
22	Notices to COUNT	TY and CONTRACTOR:					
23	COUNTY:	County of Orange					
24	COUNT 1.	Health Care Agency					
25		Contract Services					
26 27		405 West 5th Street, Suite 600					
28		Santa Ana, CA 92701-4637					
29		Sunta Fina, CFF 72701 1037					
30	CONTRACTOR:	National Council on Alcoholism and Drug	p Dependence – Orange County				
31		21068 Bake Parkway Suite 200	5 2 opensones crange county				
32		Lake Forest, CA 92630					
33		Phillip Falcetti, Chief Executive Officer					
34		phillipf@ncaddoc.org					
35	//						
36	//						
37	//						
	1						

1	I		I. ACRONYMS				
2	The following standard definitions are for reference purposes only and may or may not apply in						
3	their en	tirety throug	ghout this Agreement:				
4	Α.	ARRA	American Recovery and Reinvestment Act				
5	В.	CAP	Corrective Action Plan				
6	C.	CCC	California Civil Code				
7	D.	CCR	California Code of Regulations				
8	E.	CEO	County Executive Office				
9	F.	CFR	Code of Federal Regulations				
10	G.	CHPP	COUNTY HIPAA Policies and Procedures				
11	H.	COI	Certificate of Insurance				
12	I.	CRN	Crisis Response Network				
13	J.	DHCS	Department of Health Care Services				
14	K.	DRS	Designated Record Set				
15	L.	EOC	Equal Opportunity Clause				
16	M.	EOE	Equal Opportunity Employer				
17	N.	GAAP	General Accepted Accounting Principles				
18	О.	HCA	Health Care Agency				
19	P.	HHS	Health and Human Services				
20	Q.	HITECH	Health Information Technology for Economic and Clinical Act, Public Law 111-				
21			005				
22	R.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191				
23	S.	HSC	California Health and Safety Code				
24	T.	ISO	Insurance Services Office				
25		MHSA	Mental Health Services Act				
26		NPP	Notice of Privacy Practices				
27		OIG	Office of Inspector General				
28		OMB	Office of Management and Budget				
29		OPM	Federal Office of Personnel Management				
30		PC	State of California Penal Code				
31		PEI	Prevention and Early Intervention				
32		PHI	Protected Health Information				
33	AC.		Personally Identifiable Information				
34		P&P	Policy and Procedure				
35		PRA	Public Record Act				
36		SIR	Self-Insured Retention				
37	AG.	SFTS	Safe from the Start				

AH. TOT	Train the Trainer
AI. USC	United States Code
AJ. VPE	Violence Prevention Education
AK. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.

- 1 2

- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.
- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the

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California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction

screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

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

- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d)).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the

confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. COST REPORT

- A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.
- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
- b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are

reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

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VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of

employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

IX. EQUIPMENT

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

- B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.
- C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.
- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,

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CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

- G. Unless this Agreement is followed without interruption by another agreement between the Parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

X. FACILITIES, PAYMENTS AND SERVICES

- A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation. The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XI. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors

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performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 1 limits and coverage as set forth below: 2 3 **Minimum Limits** Coverage 4 5 Commercial General Liability \$1,000,000 per occurrence 6 \$2,000,000 aggregate 7 8 \$1,000,000 per occurrence Automobile Liability including coverage 9 for owned, non-owned and hired vehicles 10 11 Workers' Compensation Statutory 12 13 Employers' Liability Insurance \$1,000,000 per occurrence 14 15 Sexual Misconduct Liability \$1,000,000 per occurrence 16 17 H. REQUIRED COVERAGE FORMS 18 19 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad. 20 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, 21 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad. 22 I. REQUIRED ENDORSEMENTS 23 1. The Commercial General Liability policy shall contain the following endorsements, which 24 shall accompany the COI: 25 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least 26 as broad naming the County of Orange, its elected and appointed officials, officers, agents and 27 employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY 28 WRITTEN AGREEMENT. 29 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at 30 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-31 insurance maintained by the County of Orange shall be excess and non-contributing. 32 33 34

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

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

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

- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.
- N. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- O. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
- Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - T. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

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- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XII. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement

appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

- 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.
- E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XIII. <u>LICENSES AND LAWS</u>

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;

interest of ten percent (10%) or more in the contracting entity;

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3. It is expressly understood that this data will be transmitted to governmental agencies 4 charged with the establishment and enforcement of child support orders, or as permitted by federal 5 and/or state statute. 6 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and 7 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and 8 requirements shall include, but not be limited to, the following: 9 1. ARRA of 2009. 10 2. Trafficking Victims Protection Act of 2000. 11 3. WIC, Division 5, Community Mental Health Services. 12 4. WIC, Division 6, Admissions and Judicial Commitments. 13 5. WIC, Division 7, Mental Institutions. 14 6. HSC, §§1250 et seq., Health Facilities. 15 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act. 16 8. CCR, Title 9, Rehabilitative and Developmental Services. 17 9. CCR, Title 17, Public Health. 18 10. CCR, Title 22, Social Security. 19 11. CFR, Title 42, Public Health. 20 12. CFR, Title 45, Public Welfare. 21 13. USC Title 42. Public Health and Welfare. 22 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid. 23 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990. 24 16. 42 USC §1857, et seq., Clean Air Act. 25 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act. 26 18. 31 USC 7501.70, Federal Single Audit Act of 1984. 27 19. Policies and procedures set forth in Mental Health Services Act. 28 20. Policies and procedures set forth in DHCS Letters. 29 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable. 30 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, 31 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 32 33 XIV. <u>LITERATURE</u>, <u>ADVERTISEMENTS</u>, <u>AND SOCIAL MEDIA</u> 34 A. Any written information or literature, including educational or promotional materials, 35 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related 36 to this Agreement must be approved at least thirty (30) days in advance and in writing by 37 22 of 33

b. In the case of a CONTRACTOR doing business in a form other than as an individual,

the name, date of birth, social security number, and residence address of each individual who owns an

ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XV. MAXIMUM OBLIGATION

- A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each Period, are specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.
- B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the first full year of funding for this Agreement.

XVI. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Agreement be paid no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

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

XVII. NONDISCRIMINATION

A. EMPLOYMENT

- 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this

Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
 - 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended

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

- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XVIII. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

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XIX. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.
- B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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- B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
- C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to Client records are met at all times.
- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.
- F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.
- H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXII. RESEARCH AND PUBLICATION

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

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- 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
 - 10. Supplanting current funding for existing services.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
 - 6. Providing inpatient hospital services or purchasing major medical equipment.
- 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Clients.

XXV. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

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XXVI. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXVII. TERMINATION

- A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

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

C. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced term of the Agreement.
 - E. In the event this Agreement is terminated CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments,

31 of 33

CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.
- F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVIII. THIRD PARTY BENEFICIARY

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

XXIX. WAIVER OF DEFAULT OR BREACH

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

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> 32 of 33 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY

1	IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange,		
2	State of California.		
3			
4	NATIONAL COUNCIL ON ALCOHOLISM AND DRI	UG DEPENI	DENCE – ORANGE COUNTY
5	(NCADD-OC)		
6			
7	DocuSigned by:		10 (0.) (0.)
8	BY Phillip Falutti	DATED:	12/24/2019
9	EDF3CE2E8C284AA		
10	TITLE: CEO		
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16	COUNTY OF ORANGE		
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19	BY:	DATED:	
20	HEALTH CARE AGENCY		
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24			
25	APPROVED AS TO FORM		
26	OFFICE OF THE COUNTY COUNSEL		
27	ORANGE COUNTY, CALIFORNIA		
28			
29	DocuSigned by:		12/26/2019
30	By Brittany Melean	DATED:	12/26/2019
31	DEFUTT		
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34	If the contracting party is a corporation, two (2) signatures are require		
35	President or any Vice President; and one (1) signature by the Secretar or any Assistant Treasurer. If the contract is signed by one (1) authority		
36	or by-laws whereby the Board of Directors has empowered said au		
37	signature alone is required by ADMINISTRATOR.		

 $$33\ of\ 33$$ National council on alcoholism and drug dependence – orange county

1	EXHIBIT A	
2	AGREEMENT FOR PROVISION OF	
3	TRANSITIONAL AGE YOUTH AND YOUNG ADULT	
4	MENTAL HEALTH COMMUNITY NETWORKING SERVICES	
5	BETWEEN	
6	COUNTY OF ORANGE	
7	AND	
8	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY	
9	(NCADD-OC)	
10	FEBRUARY 1, 2020 THROUGH JUNE 30, 2022	
11		
12	I. COMMON TERMS AND DEFINITIONS	
13	A. The parties agree to the following terms and definitions, and to those terms and definitions	
14	which, for convenience, are set forth elsewhere in the Agreement.	
15	1. Activity Form means a data collection form used to track each activity in which the group	
16	and/or individual participate.	
17	2. Admission means completion of the entry and/or intake process for program Participants.	
18	3. Assessment means a professional review and evaluation of an individual's behavioral	
19	health needs and conditions in order to determine the most appropriate course of services.	
20	4. At Risk means a state of high stressor and low protective factor that would increase	
21	likelihood of development of a mental illness.	
22	5. <u>Behavioral Health Condition</u> means diminished cognitive, emotional, or social abilities, but	
23	not to the extent that the criteria for a mental disorder are met.	
24	6. <u>Community-Defined Evidence</u> "validates practices that have a community-defined evidence	
25	base for effectiveness in achieving mental health outcomes for underserved communities. It also defines	
26	a process underway to nationally develop specific criteria by which practices' effectiveness may be	
27	documented using community-defined evidence that eventually will allow the procedure to have an	
28	equal standing with evidence-based practices currently defined in the peer reviewed literature.	
29	[National Network to Eliminate Disparities Latino Work Group] cited by California DMH, PEI	
30	Resource Materials.	
31	7. Consumer means an individual who is utilizing services for the treatment and/or support of	
32	a mental health condition.	
33	8. Evaluation means the systematic investigation of the value and impact of an intervention or	
34	program.	
35	9. Evidence-based Practice means the range of treatment and services of well-documented	
36	effectiveness. An evidence-based practice has quantitative and qualitative data showing positive	
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- 10. <u>Family Member</u> means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.
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- 11. <u>Follow-up</u> means ensuring that the Participants have been linked to the referred service and/or successfully transitioned from one service to another.
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- 12. <u>Information Dissemination</u> means the distribution of a collection of facts or data.
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- 13. <u>Level of Well-being</u> means the state of satisfaction, happiness, and/or in control that a Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

10 11 14. <u>Linkage</u> means when an individual is connected to programs or services through warm hand-off or follow-up to ensure the connection is made.

12 13 15. <u>Media Events</u> means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

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16. MHSA means the law that provides funding for expanded community mental health services, also known as Proposition 63.

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

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18. <u>Outreach</u> means contact with potential participants to link them to appropriate mental health and supportive services; which may include activities to educate the community about services offered and requirements for participation in the program.

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19. <u>Participant</u> means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of Behavioral Health Condition.

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20. <u>PII</u> means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

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21. <u>Prevention</u> means the group or individual interventions that occur before the initial onset of a Behavioral Health Condition. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.

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22. <u>PEI</u> Plan means the most recent County of Orange MHSA Prevention and Early Intervention Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.

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23. <u>Program Protocol</u> means the written program description, goals, objectives, and policies established by CONTRACTOR for the program provided pursuant to this Agreement.

- 24. Promising Practice means programs and strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough research or replication to support generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes. [The Association of Maternal and Child Health Programs] cited by California DMH, PEI Resource Materials.
- 25. PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or Behavioral Health Condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.
- 26. Referral means an individual receives information or contacts for services or programs, or an unsuccessful Linkage attempt.
- 27. Short-term individual counseling to Participants means an interpersonal, theory-based process of helping persons who are basically psychologically healthy, resolve developmental and situational problems. Counseling activities are guided by ethical and legal standards and go through distinct stages from initiation to termination. Counseling will be provided by professionally trained counselors or interns under supervised practice to individuals who exhibit early signs and symptoms of emotional and behavioral issues that without intervention could develop into full-blown mental disorders.
- 28. Transitional Age Youth (TAY) are individuals between the ages of sixteen (16) and twentyfour (24) who are in transition from young age to adulthood.
- 29. Training means the action or method used to transfer skills and/or knowledge to a target audience.
- 30. Triage means a process that constitutes of sorting individuals on a services continuum that is based on an established level of risk and need based on screening of Participants.
- 31. Unduplicated Participant means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example; if a Participant receives individual and group services, they can only be counted once.
- 32. <u>Units of Service</u> means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

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II. BUDGET

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

ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
Salaries	\$ 5,092	\$ 12,220	\$ 12,220	\$ 29,532
Benefits	1,069	2,566	2,566	6,201
Service and Supplies	2,042	4,900	4,900	11,842
SUBTOTAL ADMINISTRATIVE COSTS	\$ 8,203	\$ 19,686	\$ 19,686	\$ 47,575
PROGRAM COSTS				
Salaries	\$ 60,624	\$145,498	\$145,498	\$351,620
Benefits	12,731	30,554	30,554	73,839
Services and Supplies	36,058	86,540	86,540	209,138
Subcontractor(s)	5,417	13,000	13,000	31,417
SUBTOTAL PROGRAM COSTS	\$114,830	\$275,592	\$275,592	\$666,014
TOTAL GROSS COSTS	\$123,033	\$295,278	\$295,278	\$713,589
REVENUE				
MHSA	\$123,033	\$295,278	\$295,278	\$713,589
TOTAL REVENUE	\$123,033	\$295,278	\$295,278	\$713,589

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future

\$123,033

\$295,278

\$295,278

\$713,589

TOTAL MAXIMUM OBLIGATION

contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

- C. FINANCIAL RECORDS CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.
- D. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:
- 1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
 - 2. Maximize the use of the allocated funds;
 - 3. Ensure timely and accurate reporting of monthly expenditures;
 - 4. Maintain appropriate staffing levels;
 - 5. Request budget and/or staffing modifications to the Agreement;
 - 6. Effectively communicate and monitor the program for its success;
 - 7. Track and report expenditures electronically;
- 8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
 - 9. Act quickly to identify and solve problems.
- E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$24,607 per month for Periods One, Two and Three as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,

state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

- 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.
- 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.
- 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
- D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.
- E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described

in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

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

B. STAFFING REPORT

1. CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

C. PROGRAMMATIC

1. CONTRACTOR shall submit monthly Programmatic Reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not be limited to, description(s) of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. ADMINISTRATOR may request programmatic reports for milestones in addition to those specified. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. ADDITIONAL REPORTS

- 1. Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.
- E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of services provided by, or under contract with, the COUNTY as identified in the Health Care Agency's policy and procedures.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - ORANGE COUNTY

A. FACILITIES

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1. CONTRACTOR shall maintain facility/(ies) for the provision of Transitional Age Youth (TAY) Mental Health and Young Adults Mental Health Community Networking Services to the TAY and young adult population described herein at the following location(s), or any other location approved,

identified within the Agreement.

National Council on Alcoholism and Drug Dependence 21068 Bake Parkway # 200 Lake Forest, CA 92630

V. <u>SERVICES</u>

in advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. - 5:00 p.m. throughout the year. CONTRACTOR staff hours will be adjusted to accommodate schedule needs of students, faculty and TAY youth in the community as necessary. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

B. COMMUNITY NETWORKING SERVICES

- 1. CONTRACTOR shall provide Community Networking Services that seek to support and engage TAY and young adults who are between the ages of sixteen (16) and twenty-four (24) years of age. Services shall be designed to address the mental health needs of TAY and young adults including students in colleges and universities, and TAY and young adults who are not in the educational institutions and may be particularly hard to reach. These may include but not be limited to: at-risk transitional age youth and young adult foster youth; participants from social services or juvenile justice systems; veterans; monolingual non-English speakers; recent immigrants; refugees; homeless individuals; deaf and hard of hearing individuals; and lesbian, gay, bisexual and transgender, intersex, and questioning (LGBTIQ).
- 2. CONTRACTOR shall provide Community Networking Services to increase help-seeking behaviors, promote awareness about mental health issues, increase access to resources, build resiliency and protective factors; and reduce risk factors, stressors and stigma related to mental illness; and increase support through, information and resources in the community.
- 3. PEER COMPONENT: CONTRACTOR shall ensure that service provisions at all levels shall include a peer component. CONTRACTOR shall identify and train peers who will actively outreach and engage program Participants.
- 4. COMMUNITY OUTREACH/COLLABORATIONS: CONTRACTOR shall collaborate with local colleges and universities, local leaders and mental health organizations to reach TAY and young adults.

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- a. College/University Outreach/Collaborations: CONTRACTOR shall conduct outreach to community colleges and universities through the CONNECT OC Coalition. CONTRACTOR shall identify a comprehensive list of all colleges and universities that are planned to be included for services. CONTRACTOR staff shall collaborate with faculty, staff from health and wellness centers on campus, peer leaders from the campuses to ensure active participation in CONTRACTOR services.
- b. Community Outreach/Collaborations: Through the CONNECT OC Coalition, CONTRACTOR shall ensure that there is active collaboration with other community agencies and organizations serving TAY and young adults that include, but are not limited to, agencies serving homeless and displaced youth, agencies serving LGBTIQ, youth veterans and military families, faithbased organizations, individuals impacted by addiction and individuals impacted by domestic violence or foster youth. CONTRACTOR shall ensure that these partnerships will be made to assist with identifying TAY and young adults who are not in the educational institutions and ensure their participation in CONTRACTOR services. CONTRACTOR shall create Memoranda of Understanding with the community organizations as necessary.
- 5. CONNECT OC COALITION: CONTRACTOR shall form a Community Coalition, CONNECT OC, to engage and support TAY and young adults in Orange County. CONNECT OC shall include faculty, staff and students from local colleges and universities, peer leaders and community agencies and organizations serving TAY and young adults that include, but are not limited to, law enforcement, agencies serving homeless and displaced youth, agencies serving LGBTIQ youth, veterans, military families and faith-based organizations. Active members will be required to recruit new members on an ongoing basis.
- a. CONTRACTOR shall be responsible for establishing CONNECT OC's Strategic Action Plan Framework including its mission statement, charter, goals and objectives and evaluation of activities.
- b. CONTRACTOR staff shall be responsible for convening and coordinating the activities of CONNECT OC including, but not limited to:
 - 1) Establishing and distributing CONNECT OC meeting agendas,
 - 2) Maintaining ongoing communication between all partners,
 - 3) Integrating and aligning efforts among partners, and,
- 4) Coordinating CONNECT OC activities including forming sub-committees to assist with strategizing, planning and implementing the activities, objectives and goals. These sub-committees will include but not be limited to:
- a) Capacity Development Committee: Will recruit new individuals and agencies to CONNECT OC and integrate efforts among colleges and universities.
- b) Media/Event Development Committee: To identify media and social media strategies to promote relevant information and resources such as developing flyers to recruit members and promote events.

- c) Peer Support Committee: Will consist of youth, college faculty to establish new peer support programs and expand and enhance existing programs on college campuses including starting new Active Minds Chapters.
- 6. CONTRACTOR shall establish a coalition of a minimum of ten (10) Mental Health Representatives (faculty and students) from colleges/universities and ten (10) to fifteen (15) Community Based Mental Health Programs. CONTRACTOR shall seek active collaborations with additional colleges and universities in Orange County.
- 7. CONNECT OC WEBPAGE AND SOCIAL MEDIA: CONTRACTOR shall ensure the development of a webpage that will list a wide range of resources and a community-wide calendar of events listings including locations of meetings, educational presentations and trainings, support groups and other resources. CONTRACTOR staff shall ensure that the social media platforms including Facebook, Instagram, and/or Twitter will be utilized to recruit new members, increase awareness of resources, maintain a live feed of local events and resources and promote stigma-reducing positive messaging. CONTRACTOR shall utilize social media platforms such as Instagram, Twitter, Snap Chat and Facebook or other websites and/or social networking site to promote services, engage TAY, as well as enable access to mental health resources and services.
- 8. COMMUNITY MENTAL HEALTH FORUMS: CONTRACTOR shall ensure that CONNECT OC organizes and conducts a series of county-wide community mental health awareness events/forums to be held at designated colleges/universities as well as the community at large. The Forum topics and locations will be determined by CONNECT OC and approved by ADMINISTRATOR prior to the event.
- 9. ACTIVE MINDS COLLABORATION: CONTRACTOR shall collaborate with Active Minds to enhance current on-campus student-led programs by adding new Active Minds chapters at identified college campuses and arrange for End the Silence exhibits on each of these identified campuses. CONTRACTOR shall identify and train up to four (4) student mentors who will actively outreach and engage student Participants for the Active Mind Chapters.
- 10. REFERRALS AND LINKAGES: CONTRACTOR shall provide appropriate referrals and linkages to program Participants to mental health resources including mental health prevention and early intervention services and other supportive services as needed.
- 11. CONTRACTOR shall distribute behavioral health resources and materials, which may include but not be limited to brochures, pamphlets, handouts, and fact sheets to individuals, groups and organizations.
- 12. CONTRACTOR shall make every reasonable effort to accommodate Participants' developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met, CONTRACTOR shall seek assistance from other Outreach and Engagement Service providers, community resources or COUNTY.

C. UNITS OF SERVICE

CONTRACTOR shall achieve, track and record at a minimum, the following annual units of service.

	PERIOD ONE	PERIOD TWO	PERIOD THREE
Coalition Representation • Students, faculty/staff	10	10	10
Community-based representation	10	10	10
Coalition Meetings	2	8	8
Active Mind Chapters	5	5	5
End Silence Exhibits	5	5	5
Mental Health	1	6	6
Events/Forums			
Participants Impacted	500	3,000	3,000

D. OUTCOME MEASURES

- 1. CONTRACTOR shall complete all surveys, tools and pre/post tests for measurement of outcomes of services, as requested by the ADMINISTRATOR. Measures may include, but are not limited to, Stigma Reduction Survey, Knowledge, Attitude Behavior Survey, Educational Feedback Survey and Participant Satisfaction Survey.
- 2. CONTRACTOR shall strive to meet the following outcome measure goals for their program and applicable to the population being served:
- a. On average, Program Participants will report an increase of knowledge of community mental health resources.
- b. On average, Program Participants will report an increase in confidence to navigate the behavioral health system.
- c. On average, Program Participants will report a decrease in stigma related to behavioral health conditions.
- d. On average, Program Participants will report increase in confidence to facilitate and engage in help-seeking behaviors.
- 3. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures across all services. Outcome measures shall include, but not limited to, the increase in awareness and knowledge about behavioral health conditions, increase in knowledge about community

resources available to help with behavioral health and co-occurring issues, improvement in quality of life, and service satisfaction.

- 4. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant's level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization.
- 5. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; individuals who identify as LGBTIQ; veterans; and others such as hearing impaired.
- 6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by ADMINISTRATOR.
- 7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR.
- 8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.
- E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

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

	DIRECT ADMINISTRATION	<u>FTEs</u>
	Chief Executive Officer	0.03
	Director of Finance	0.04
	DIRECT ADMINISTRATION SUBTOTAL	0.07
	PROGRAM ADMINISTRATION	
	Prevention and Education Director	0.05
	Behavioral Health Director	0.05
	PROGRAM ADMINISTRATION SUBTOTAL	0.10
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NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - ORANGE COUNTY

0.45
1.00
1.50
<u>0.15</u>
3.10
0.05
0.05
0.10
3.37

- B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.
- C. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
- D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.
- E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, both direct and indirect, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - ORANGE COUNTY

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- F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall address at the minimum the following:
 - 1. Eligibility and selection criteria;
 - 2. Staff's field/home on-duty conduct and responsibilities;
 - 3. Supervision plan of staff and equipment including emergency procedure; and
 - 4. Confidentiality and records keeping.
- G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.
- H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.
- CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.
- J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.
- K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.
- L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Participants without obtaining prior written authorization from ADMINISTRATOR.
- M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

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1	EXHIBIT B
2	TO AGREEMENT FOR PROVISION OF
3	TRANSITIONAL AGE YOUTH AND YOUNG ADULT
4	MENTAL HEALTH COMMUNITY NETWORKING SERVICES
5	BETWEEN
6	COUNTY OF ORANGE
7	AND
8	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
9	(NCADD-OC)
10	FEBRUARY 1, 2020 THROUGH JUNE 30, 2022
11	
12	I. <u>BUSINESS ASSOCIATE CONTRACT</u>
13	A. GENERAL PROVISIONS AND RECITALS
14	1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.
15	shall have the same meaning given to such terms under the Health Insurance Portability and
16	Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for
17	Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing
18	regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be
19	hereafter amended.
20	2. The parties agree that a business associate relationship under HIPAA, the HITECH Act
21	and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent tha
22	CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf or
23	COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
24	"Business Associate" in 45 CFR § 160.103.
25	3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
26	terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined
27	below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities
28	pursuant to, and as set forth, in the Agreement.
29	4. The parties intend to protect the privacy and provide for the security of PHI that may be
30	created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
31	with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
32	Act, and the HIPAA regulations as they may exist now or be hereafter amended.
33	5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
34	regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
35	other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
36	6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
37	Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a

covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

- 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retains such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

- 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 1 2 CFR § 160.103. 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA 3 Privacy Rule in 45 CFR § 164.501. 4 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 5 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance 6 with 45 CFR § 164.502(g). 7 8. "Physical Safeguards" are physical measures, policies, and procedures to protect 8 CONTRACTOR's electronic information systems and related buildings and equipment, from natural 9 and environmental hazards, and unauthorized intrusion. 10 11 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. 12 13
 - 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
 - 10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 - 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
 - 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
 - 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
 - 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 - 16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
 - 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
 - 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Paragraphs E, below:
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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- 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.
- 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

- 1. Personal Controls
- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

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- a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.
- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

- 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

- 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.
 - G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR
- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.
 - H. PROHIBITED USES AND DISCLOSURES
- 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

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

I. OBLIGATIONS OF COUNTY

- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.
- 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

- 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
- a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
- b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
- a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
 - b. CONTRACTOR shall retain no copies of the PHI.
- c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

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1	EXHIBIT C
2	TO AGREEMENT FOR PROVISION OF
3	TRANSITIONAL AGE YOUTH AND YOUNG ADULT
4	MENTAL HEALTH COMMUNITY NETWORKING SERVICES
5	BETWEEN
6	COUNTY OF ORANGE
7	AND
8	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
9	(NCADD-OC)
10	FEBRUARY 1, 2020 THROUGH JUNE 30, 2022
11	
12	I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT
13	Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
14	effect or as amended.
15	A. DEFINITIONS
16	1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
17	include a "PII loss" as that term is defined in the CMPPA.
18	2. "Breach of the security of the system" shall have the meaning given to such term under the
19	California Information Practices Act, Civil Code § 1798.29(d).
20	3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act
21	Agreement between the Social Security Administration and the California Health and Human Services
22	Agency (CHHS).
23	4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
24	maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
25	CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
26	with performing the functions, activities and services specified in the Agreement on behalf of the
27	COUNTY.
28	5. "IEA" shall mean the Information Exchange Agreement currently in effect between the
29	Social Security Administration (SSA) and DHCS.
30	6. "Notice-triggering Personal Information" shall mean the personal information identified in
31	Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
32	Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
33	identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
34	voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
35	electronic, paper or any other medium.
36	7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
37	IEA and CMPPA.

- 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF AGREEMENT

- 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.
- Responsibilities of CONTRACTOR CONTRACTOR agrees:
- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

- 1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.
- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI 1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, 2 Exhibit B to the Agreement. 3 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an 4 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for 5 carrying out the requirements of this Personal Information Privacy and Security Contract and for 6 communicating on security matters with the COUNTY. 7 // 8 // 9 // 10 // 11 // 12 // 13 14 15 // // 16 // 17 // 18 19 // 20 // 21 22 23 // // 24 // 25 // 26 27 // 28 // // 29 // 30 // 31 32 // 33

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343536

Contract Summary Form

National Council on Alcoholism and Drug Dependence – Orange County (NCADD-OC) Transitional Age Youth and Young Adult Mental Health Community Networking Services

SUMMARY OF SIGNIFICANT CHANGES

This is a new agreement resulting from a board directive by the County of Orange Board of Supervisors on May 21, 2019.

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Assessment and Associates	Evaluation Services	\$10,000
International		
To Be Determined	Peer to Peer Leadership Trainer	\$3,000

CONTRACT OPERATING EXPENSES				
	PERIOD ONE	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Salaries	\$ 5,092	\$ 12,220	\$ 12,220	\$ 29,532
Benefits	1,069	2,566	2,566	6,201
Service and Supplies	2,042	4,900	4,900	11,842
SUBTOTAL ADMINISTRATIVE COSTS	\$ 8,203	\$ 19,686	\$ 19,686	\$ 47,575
PROGRAM COSTS				
Salaries	\$ 60,624	\$145,498	\$145,498	\$351,620
Benefits	12,731	30,554	30,554	73,839
Services and Supplies	36,058	86,540	86,540	209,138
Subcontractor(s)	5,417	13,000	13,000	31,417
SUBTOTAL PROGRAM COSTS	\$114,830	\$275,592	\$275,592	\$666,014
TOTAL GROSS COSTS	\$123,033	\$295,278	\$295,278	\$713,589

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MHSA	<u>\$123,033</u>	<u>\$295,278</u>	<u>\$295,278</u>	<u>\$713,589</u>
TOTAL REVENUE	\$123,033	\$295,278	\$295,278	\$713,589
TOTAL MAXIMUM OBLIGATION	\$123,033	\$295,278	\$295,278	\$713,589

^{*}Administrative costs may include, but are not limited to, Office Space, Dues, Subscriptions, Licenses, Insurance, Office Expenses, Printing, Telephone, Utilities

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Attachment C

RFP: TAY and Young Adult Mental Health Services RFP #042-C026067-BD Final Scoring Summary - Project D

	E1	E2	E3	TOTAL SCORE	AVERAGE SCORE
BIDDERS - Project D					
Casa de la Familia	45.73	40.92	46.99	133.64	44.55
Women's Journey Foundation	27.26	32.74	33.44	93.44	31.15
NAMI OC	53.95	40.97	53.13	148.05	49.35
NCADD OC	70.50	72.40	79.83	222.74	74.25

RFP: TAY and Young Adult Mental Health Services Individual Scoring Summary - Project D

BIDDER NAME: Casa de la Famila							
	E1	E2	E3				
Section A - Experience and Qualific	cations						
Maximum Points Available 10							
Question 1	3.5	3.5	3.5				
Question 2	4	3.5	4				
Total	7.5	7	7.5				
Average Score Points Awarded	3.75 7.50	3.5 7.00	3.75 7.50				
Folits Awarded	7.50	7.00	7.50				
Section B - Services							
Maximum Points Available 25 Question 1	2	2	2				
Question 2	3.5	3.5	3.5				
Question 3	2	1	2				
Question 4	3.5	3.5	4				
Question 5	3.5	3.5	4				
Question 6	4	3.5	3.5				
Question 7	4	3.5	3.5 3.5 2 2 2 2				
Question 8	2	1	2				
Question 9D	2	2	2				
Question 10D	2	1	2				
Question 11D	2	1					
Total	30.50	25.50	30.50				
Average Score	2.77	2.32	2.77				
Points Awarded	13.85	11.60	13.85				
Section C - Performance Objectives Maximum Points Available 20 Question 1		2	2				
Question 2	2 2	2	2 2 2				
Question 3	2	1	2				
Total	6.00	5.00	6.00				
Average Score	2.00	1.67	2.00				
Points Awarded	8.00	6.68	8.00				
Section D - Staffing Maximum Points Available: 20 Question 1		2	2				
Question 2	2	2	3.5				
Question 3	1	1	2				
Question 4	3.5	3.5	4				
Question 5	2	2	2				
Question 6	3.5	3.5	3.5				
Total	14.00	14.00	17.00				
Average Score	2.33	2.33	2.83				
Points Awarded	9.30	9.30	11.30				
Section E - Budget	11.						
Maximum Points Available 10							
Question 1	2	2	2				
Question 2	2	2	2				
Question 3	3.5	3.5	3.5				
Question 4	3.5	2	2				
Question 5	3.5	3.5	3.5				
Total	14.5	13	13				
Average Score	2.9	2.6	2.6				
Points Awarded	7.08	6.34	6.34				
Total Points Awarded per Evaluator	45.73	40.92	46.99				
Total Combined Points Awarded by all Evaluators	133.64						
Average of All Points Awards -							
Final Dranges Coore	00.70						

Final Proposal Score

Maximum Points shown are for sample purposes only. Maximum points for each category will be customized accordingly.

0 = Unacceptable

1 = Poor

2 = Below Average

3.5 = Average

4 = Above Average

5 = Excellent

Only scores that exceed more than one

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26.73

RFP: TAY and Young Adult Mental Health Services Individual Scoring Summary - Project D

BIDDER NAME: Women's Jour	rney Four	dation	
	E1	E2	E3
Section A - Experience and Qualific	ations		
Maximum Points Available 10			
Question 1	0	0	0
Question 2	0	0	0
Total	0	0	0
Average Score	0	0	0
Points Awarded	0.00	0.00	0.00
Section B - Services			
Maximum Points Available 25	0.51	0.5	0.5
Question 1	3.5	3.5	3.5
Question 2	2	2	2 2 2 3.5 2 2 0
Question 3	2		- 2
Question 4	2	2	
Question 5	2	2	2 5
Question 6	3.5	3.5	3.5
Question 7	2	2	2
Question 8	2	2	2
Question 9D	0	0	0
Question 10D	0	0	0
Question 11D	0	0	0
Total	19.00	19.00	19.00
Average Score	1.73	1.73	1.73
Points Awarded	10.38	10.38	10.38
Section C - Performance Objectives	5		
Maximum Points Available 20	1	41	
Question 1	1	1	1
Question 2	1	2	2
Question 3	1	2	2
Total	3.00	5.00	5.00
Average Score	1.00	1.67	1.67
Points Awarded	4.00	6.68	6.68
Section D - Staffing			
Maximum Points Available: 20			
Question 1	2	2	2
Question 2	2	1	2 2 2 2 2 2
Question 3	2	2	2
Question 4	2	2	2
Question 5	2	2	2
Question 6	2	2	
Total	12.00	11.00	12.00
Average Score	2.00	1.83	2.00
Points Awarded	8.00	7.30	8.00
Section E - Budget			
Maximum Points Available 10			
Question 1	2	2	2
Question 2	2	2	2 2 2 2 2 10
Question 3	2	2	2
Question 4	2	2	2
Question 5	2	2	- 2
Total	10	10	10
Average Score	2	2	2
Points Awarded	4.88	8.38	8.38
Total Points Awarded per Evaluator	27.26	32.74	33.44
Total Combined Points Awarded by			
all Evaluators	93.44		
Average of All Points Awards -			
Final Proposal Score	18.69		

Maximum Points shown are for sample purposes only. Maximum points for each category will be customized accordingly.

= Unacceptable = Poor

2 = Below Av 3.5 = Average = Below Average

= Above Average

= Excellent

Only scores that exceed more than one

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RFP: TAY and Young Adult Mental Health Services Individual Scoring Summary - Project D

BIDDER NAME: NAMI OC			
	E1	E2	E3
Section A - Experience and Qualific	ations		
Maximum Points Available 10			
Question 1	3.5	3.5	3.5
Question 2	4	3.5	4
Total	7.5	7	7.5
Average Score	3.75	3.5	3.75
Points Awarded	7.50	7.00	7.50
Section B - Services			
Maximum Points Available 25			
Question 1	2	2	2
Question 2	3.5	2	3.5
Question 3	3.5	2	3.5
Question 4	2	2	2
Question 5	2	2	3.5
Question 6	3.5	3.5	3.5
Question 7	3.5	3.5	3.5
Question 8	3.5	2	3.5
Question 9D	3.5	2	3.5
Question 10D	3.5	2	3.5
Question 11D	3.5	2	3.5
Total	34.00	25.00	35.50
Average Score	3.09	2.27	3.23
Points Awarded	15.45	11.35	16.15
Carties C. Barfarmana Objectives			
Section C - Performance Objectives	•		
Maximum Points Available 20	2	1	2
Question 1 Question 2	4	3.5	2 4
	3.5	2	3.5
Question 3	9.50	6.50	9.50
Total	3.17	2.17	3.17
Average Score Points Awarded	12.68	8.68	12.68
Tollits Awarded	12.00	0.00	12.00
Section D - Staffing			
Maximum Points Available: 20			
Question 1	2	2	2
Question 2	3.5	3.5	4
Question 3	3.5	2	2
Question 4	2	2	2
Question 5	2	1	2 2 2 4
Question 6	3.5	3.5	
Total	16.50	14.00	16.00
Average Score	2.75	2.33	2.67
Points Awarded	11.00	9.30	10.70
Section E - Budget			
Maximum Points Available 10			
Question 1	3.5	2	2
Question 2	3.5	2	2 3.5
Question 3	3.5	2	3.5
Question 4	1	ō	0.0
Question 5	3.5	3.5	3.5
Total	15	9.5	12.5
Average Score	3	1.9	2.5
Points Awarded	7.32	4.64	6.10
	1102		31.0
Total Points Awarded per Evaluator	53.95	40.97	53.13
Total Combined Points Awarded by			
all Evaluators	148.05		

Average of All Points Awards -

Final Proposal Score

Maximum Points shown are for sample purposes only. Maximum points for each category will be customized accordingly.

0 = Unacceptable

1 = Poor

2 = Below Average

3.5 = Average

4 = Above Average

5 = Excellent

Only scores that exceed more than one

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29.61

RFP: TAY and Young Adult Mental Health Services Individual Scoring Summary - Project D

BIDDER NAME: NCADD-OC			
	E1	E2	E3
Section A - Experience and Qualific	ations		
Maximum Points Available 10			
Question 1	4	3.5	3.5
Question 2	4	5	5
Total Average Score	8	8.5 4.25	8.5 4.25
Points Awarded	8.00	8.50	8.50
Section B - Services			
Maximum Points Available 25	41		
Question 1 Question 2	4	5	5 5 5 5 5
Question 3	5	4	5
Question 4	4	4	5
Question 5	4	4	5
Question 6	4	4	4
Question 7	4	4	5
Question 8	4	5	5 5 5
Question 9D Question 10D	4	5 5	5
Question 11D	4	4	5
Question 11D	-	7	
Total	45.00	48.00	54.00
Average Score	4.09	4.36	4.91
Points Awarded	20.45	21.80	24.55
Section C - Performance Objectives Maximum Points Available 20	3		
Question 1	5	5	5
Question 2	4	4	5
Question 3	4	4	5
Total	13.00	13.00	15.00
Average Score	4.33	4.33	5.00
Points Awarded	17.32	17.32	20.00
Section D - Staffing Maximum Points Available: 20			
Questión 1	4	4	4
Question 2	4	4	5
Question 3	4	4	5
Question 4	4	4	5
Question 5	4	4	4
Question 6	3.5	4	4
Total	23.50 3.92	24.00 4.00	27.00 4.50
Average Score Points Awarded	15.70	16.00	18.00
i Oints Awarded	10.10	10.00	10.00
Section E - Budget			
Maximum Points Available 10	41	0.5	
Question 1 Question 2	3.5	3.5	3.5
Question 3	3.5	3.5	3.5
Question 4	4	4	3.5
Question 5	3.5	3.5	3.5
Total	18.5	18	18
Average Score	3.7	3.6	3.6
Points Awarded	9.03	8.78	8.78
Total Points Awarded per Evaluator	70.50	72.40	79.83
Total Combined Points Awarded by all Evaluators	222.74		

Average of All Points Awards -

44.55

Final Proposal Score

Maximum Points shown are for sample purposes only. Maximum points for each category will be customized accordingly.

> 0 = Unacceptable

= Poor

2 = Below Average 3.5 = Average

4 = Above Average

5 = Excellent

Only scores that exceed more than one

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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001190

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)
DEPARTMENT CONTACT PERSON(S): Marc Meulman (714) 834-2980

David Souleles (714) 834-3882

SUBJECT: Renewal of Agreement for HIV Housing Plus Project Services

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormConsent Calendar3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$183,133 Annual Cost: FY 2020-21

\$549,399

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: FED: 100% (Ryan White Part County Audit in last 3 years: No

B)

Prior Board Action: 02/05/2019 #9; 09/13/2016 #25

RECOMMENDED ACTION(S):

- 1. Approve the Agreement with AIDS Services Foundation Orange County dba Radiant Health Centers for provision of HIV Housing Plus Project Services for the period of April 1, 2020, through March 31, 2021, for a maximum obligation of \$732,532.
- 2. Pursuant to Contract Policy Manual Section 3.3-114 authorize the Health Care Agency Director, or designee, to exercise a contingency contract cost increase ,not to exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.
- 3. Authorize the Health Care Agency Director, or designee, to execute the Agreement as referenced in Recommended Actions above.

SUMMARY:

Approval of this Agreement with AIDS Services Foundation Orange County dba Radiant Health Centers for provision of HIV Housing Plus Project Services will result in provision of housing services to persons living with HIV who are experiencing temporary or unstable housing or who are at risk of becoming homeless to improve health outcomes, ultimately reducing the risk of HIV transmission in Orange County.

BACKGROUND INFORMATION:

As of December 31, 2018, there were 6,369 individuals living with Human Immunodeficiency Virus (HIV) in Orange County. Using Centers for Disease Control and Prevention methodology, there are an estimated additional 893 individuals who are unaware that they are living with HIV. Therefore, the total estimated number of people living with HIV (PLWH) in Orange County is 7,262. Orange County receives approximately 300 newly reported cases of HIV each year.

On September 13, 2016, your Honorable Board of Supervisors (Board) approved the Agreement with AIDS Services Foundation Orange County dba Radiant Health Centers (RHC) and Special Service for Groups, Inc. (SSG) dba Asian Pacific AIDS Intervention Team for the provision of HIV Housing Plus Project (HPP) services. Both Agreements were established for the period of September 14, 2016, through March 31, 2019. On February 5, 2019, the Board approved the renewal of the Agreement with RHC for the provision of HIV HPP services for the period of April 1, 2019, through March 31, 2020. The proposed Agreement continues the HIV HPP short-term rental assistance program for eligible individuals to prevent homelessness. The Agreement with SSG is not listed in the Recommended Actions because the Agreement amount (\$90,538) does not meet the Board threshold amount. In FY 2018-19, 234 individuals benefited from the HPP program, a slight increase from the 226 individuals who received HPP services in FY 2017-18.

The Health Care Agency (HCA) receives federal funding via the Ryan White program to provide housing services to persons living with HIV. The Ryan White (Part B) fiscal year is April through March; therefore, the Agreement term and allocation align with the Ryan White program requirements, not the County fiscal year. The current Agreement will end on March 31, 2020, and the proposed Agreement will allow services to continue through March 31, 2021, with an annual maximum obligation of \$732,532.

During the Agreement period, the performance of RHC has been confirmed as at least satisfactory. HCA has verified there are no concerns that must be addressed with respect to the Contractors' ownership/name, litigation status or conflicts with County interests.

Performance Standards

Housing services target individuals who are experiencing homelessness, at risk of homelessness, have difficulty staying engaged in care and reaching viral load suppression. HPP services include rental assistance to eligible low-income PLWH for up to 30 percent of the Fair Market Rate for rent in Orange County to help prevent homelessness. Performance outcome measures for HPP are listed in the table below and indicate that HPP services have helped clients maintain or improve their health as well as stay engaged in care. Viral load is an indication of the amount of active HIV in the blood; a suppressed viral load is an indication of improved health for the client and reduces the risk of HIV transmission. The viral load outcome measure is collected through laboratory reports and current housing status is collected through client self-report.

Outcome Measures	FY 2017-18 Outcomes		FY 2019 -20 Goals
Percentage of virally suppressed clients receiving HPP services	73%	79%	80%
Percentage of HPP clients who reported stable/permanent housing at last encounter	76%	77%	79%

This Agreement does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

Agreements funded by the Ryan White Act frequently require amendments to avoid allocation penalties, which are implemented if more than five percent of formula funding is unobligated at the end of the fiscal year. HCA requests that the Board authorize the HCA Director, or designee, to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the first full year funding of the Agreement for the entire term of the Agreement, including renewals and within the scope of work set forth in the Agreement pursuant to Contract Policy Manual Section 3.3-114.

HCA requests that the Board approve the renewal of the Agreement for HIV HPP services with RHC as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for the Agreement are included in Budget Control 042 FY 2019-20 Budget and will be included in the budgeting process for future years if funding is available to continue the services.

Should services need to be reduced or terminated due to lack of funding, the Agreement contains language that allows HCA to give 30 days' notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for provision of HIV HPP Services between County of Orange and AIDS Services Foundation Orange County dba Radiant Health Centers

Attachment B - Redline Version to Attachment A

Attachment C - Contract Summary Form

AGREEMENT FOR PROVISION OF 1 HIV HOUSING PLUS PROJECT SERVICES 2 **BETWEEN** 3 COUNTY OF ORANGE 4 AND 5 AIDS SERVICES FOUNDATION ORANGE COUNTY 6 DBA RADIANT HEALTH CENTERS 7 APRIL 01, 2020 THROUGH MARCH 31, 2021 8 9 THIS AGREEMENT entered into this 1st day of April 2020 (effective date), is by and between the 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and AIDS 11 SERVICES FOUNDATION ORANGE COUNTY dba RADIANT HEALTH CENTERS, a California 12 nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred 13 to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by 14 the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR"). 15 16 WITNESSETH: 17 18 WHEREAS, the COUNTY wishes to contract with CONTRACTOR for the provision of HIV 19 Housing Plus Project (HPP) services described herein to the residents of Orange County; and 20 WHEREAS, COUNTY received funding for these services from the California Department of 21 Public Health, State Office of AIDS; and 22 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and 23 conditions hereinafter set forth: 24 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 25 herein, COUNTY and CONTRACTOR do hereby agree as follows: 26 27 28 // 29 30 31 32 33 34 35 36 37

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37	//		

1		REFERENCED CONTRACT PROVISIONS			
2					
3	Term: April 01, 2	Term: April 01, 2020 through March 31, 2021			
4					
5	Maximum Obliga	ation: \$ 732,532			
6					
7	Basis for Reimbu	rsement: Actual Cost			
8					
9	Payment Method: Monthly in Arrears				
10	C. A. DUNIO	C.N 1			
11	Contractor DUNS Number: 18-930-0031				
12	Contractor Toy I	D Number: 33-0126481			
13 14	Contractor Tax I	D Number: 33-0120461			
15	Notices to COUN	TY and CONTRACTOR:			
16					
17	COUNTY:	County of Orange			
18		Health Care Agency			
19		Contract Services			
20		405 West 5th Street, Suite 600			
21		Santa Ana, CA 92701-4637			
22					
23	CONTRACTOR:	AIDS Services Foundation Orange County			
24		DBA Radiant Health Centers			
25		17892 Sky Park Circle, Suite J.			
26		Irvine, CA 92614			
27		Phil Yaeger, Executive Director			
28		pyaeger@radianthealthcenters.org			
29	//				
30	//				
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1	I. <u>ACRONYMS</u>			
2	The following standard definitions are for reference purposes only and may or may not apply in			
3	their en	their entirety throughout this Agreement:		
4	A. ADAP AIDS Drug Assistance Program		AIDS Drug Assistance Program	
5	В.	B. AIDS Acquired Immune Deficiency Syndrome		
6	C.	ARRA	American Recovery and Reinvestment Act of 2009	
7	D.	ASRS	Alcohol and Drug Programs Reporting System	
8	E.	CAN	Certified Nursing Attendants	
9	F.	CAP	Corrective Action Plan	
10	G.	CCC	California Civil Code	
11	H.	CCR	California Code of Regulations	
12	I.	CDC	Centers for Disease Control	
13	J.	CFDA	Catalog of Federal Domestic Assistance	
14	K.	CFR	Code of Federal Regulations	
15	L.	CHPP	COUNTY HIPAA Policies and Procedures	
16	M.	CHS	Correctional Health Services	
17	N.	CIPA	California Information Practices Act	
18	О.	CMPPA	Computer Matching and Privacy Protection Act	
19	P.	COI	Certificate of Insurance	
20	Q.	CPA	Certified Public Accountant	
21	R.	CSI	Client and Services Information	
22	S.	DCR	Data Collection and Reporting	
23	T.	DD	Dually Diagnosed	
24	U.	DHCS	California Department of Health Care Services	
25	V.	D/MC	Drug/Medi-Cal	
26	W.	DME	Durable Medical Equipment	
27	X.	DPFS	Drug Program Fiscal Systems	
28	Y.	DRP	Disaster Recovery Plan	
29	Z.	DRS	Designated Record Set	
30	AA.	EEOC	Equal Employment Opportunity Commission	
31	AB.	EHR	Electronic Health Records	
32	AC.	ePHI	Electronic Protected Health Information	
33	AD.	ERC	Emergency Receiving Center	
34		FFS	Fee For service	
35		FIPS	Federal Information Processing Standards	
36		FQHC	Federally Qualified Health Center	
37	AH.	FTE	Full Time Equivalent	

1	AI.	GAAP	Generally Accepted Accounting Principles	
2	AJ.	HAB	Federal HIV/AIDS Bureau	
3	AK.	HCA	County of Orange Health Care Agency	
4	AL.	HHS	Federal Health and Human Services Agency	
5	AM.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public	
6			Law 104-191	
7	AN.	HITECH Act	Health Information Technology for Economic and Clinical Health	
8			Act, Public Law 111-005	
9	AO.	HIV	Human Immunodeficiency Virus	
10	AP.	HRSA	Federal Health Resources and Services Administration	
11	AQ.	HSC	California Health and Safety Code	
12	AR.	ISO	Insurance Services Office	
13	AS.	ITP	Individualized Treatment Plan	
14	AT.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex	
15	AU.	MAI	Minority AIDS Initiative	
16	AV.	MOU	Memoranda of Understanding	
17	AW.	NIH	National Institutes of Health	
18	AX.	NIST	National Institute of Standards and Technology	
19	AY.	NOA	Notice of Action	
20	AZ.	NP	Nurse Practitioner	
21	BA.	NPDB	National Provider Data Bank	
22	BB.	NPI	National Provider Identifier	
23	BC.	NPP	Notice of Privacy Practices	
24	BD.	OCJS	Orange County Jail System	
25	BE.	OCPD	Orange County Probation Department	
26	BF.	OCR	Federal Office for Civil Rights	
27	BG.	OCSD	Orange County Sheriff's Department	
28	BH.	OIG	Federal Office of Inspector General	
29	BI.	OMB	Federal Office of Management and Budget	
30	BJ.	OPM	Federal Office of Personnel Management	
31	BK.	P&P	Policy and Procedure	
32	BL.	PA DSS	Payment Application Data Security Standard	
33	BM.	PAF	Partnership Assessment Form	
34	BN.	PC	California Penal Code	
35	BO.	PCI DSS	Payment Card Industry Data Security Standard	
36	BP.	PHI	Protected Health Information	
37	BQ.	PI	Personal Information	

1	BR.	PII	Personally Identifiable Information
2	BS.	PRA	California Public Records Act
3	BT.	QI	Quality Improvement
4	BU.	QIC	Quality Improvement Committee
5	BV.	QM	Quality Management
6	BW.	RSR	Ryan White Services Reports
7	BX.	SIR	Self-Insured Retention
8	BY.	SNAP	Supplemental Nutrition Assistance Program
9	BZ.	SSI	Supplemental Security Income
10	CA.	STP	Special Treatment Program
11	CB.	UOS	Units of Service
12	CC.	USC	United States Code
13	CD.	W&IC	California Welfare and Institutions Code
14	CE.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

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- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
 - 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program and Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
 - 3. If CONTRACTOR does not provide proof of its own Compliance Program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
 - 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
 - 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals

relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTOR that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Trainings when offered.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.

- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINITRATOR's right to terminate this Agreement on the basis of such default.

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V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.
- 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.
- 3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit a Cost Reports to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY

requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
- b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed

CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

- D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY	Y CERTIFY that I have executed the a	accompanying (Cost Report and
supporting	documentation prepared by	for the co	st report period
beginning _	and ending	and that, to	the best of my
knowledge a	and belief, costs reimbursed through this	s Agreement are	e reasonable and
allowable an	nd directly or indirectly related to the serv	vices provided a	and that this Cost
Report is a	true, correct, and complete statement	from the books	and records of
(provider na	ame) in accordance with applicable instr	uctions, except	as noted. I also
hereby certif	fy that I have the authority to execute the	accompanying (Cost Report.

Signea	
Name	
Title	
Date	1

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONTRACTOR certifies that it and its principals:
- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

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embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- 6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

IX. <u>DELEGATION</u>, <u>ASSIGNMENT AND SUBCONTRACTS</u>

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
 - 2. If CONTRACTOR is a for-profit organization, any change in the business structure,

including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional

services provided by consultants.

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

X. DISPUTE RESOLUTION

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent

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

XI. EMPLOYEE ELIGIBILITY VERIFICATION

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

XII. EQUIPMENT

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

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

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it

is purchased. Title of expensed Equipment shall be vested with COUNTY.

- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.
- G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

- A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

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

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AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

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

- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs shall be clearly stated on the COI. Any SIR or deductible in an amount in excess of \$50,000 shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

F. QUALIFIED INSURER

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- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

15	<u>Coverage</u>	Minimum Limits
16	Commercial General Liability	\$1,000,000 per occurrence
17		\$2,000,000 aggregate
18		
19	Automobile Liability including coverage	\$1,000,000 per occurrence
20	for owned, non-owned and hired vehicles	
21		
22	Workers' Compensation	Statutory
23		
24	Employers' Liability Insurance	\$1,000,000 per occurrence
25		
26	Network Security & Privacy Liability	\$1,000,000 per claims made
27		
28	Professional Liability Insurance	\$1,000,000 per claims made
29		\$1,000,000 aggregate
30		
31	Sexual Misconduct Liability	\$1,000,000 per occurrence
32		

H. REQUIRED COVERAGE FORMS

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

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I. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the *County of Orange*, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the *County of Orange*, *its elected and appointed officials*, *officers*, *agents* and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN AGREEMENT*.
- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.
- N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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- P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor
- R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- T. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

U. SUBMISSION OF INSURANCE DOCUMENTS

- 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from

CONTRACTOR's monthly invoice.

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

XV. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

- 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)

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calendar days of receipt.

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

XVI. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:
 - 1. ARRA of 2009.
 - 2. 42 CFR, Public Health, H&SC 121025.

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- 3. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 4. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 5. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 6. 45 CFR Part 76, Drug Free Work Place.
- 7. CCR, Title 22, Division 6, Community Care Licensing Division.
- 8. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
- 9. 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 10. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).
 - 11. Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 12. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for Persons with AIDS.
- 13. 24 CFR Parts 42 (Displacement, Relocation Assistance, and Real Property Acquisition for HUD and HUD-Assisted Programs) and 570 (Displacement, relocation, acquisition, and replacement of housing).
 - 14. 24 CFR Part 85, Grants Management Common Rule (State and Local Governments).
 - 15. 42 USC 7606 The Clean Air Act, as amended (42 USC 1857(h) et seq.).
- 16. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants Policy Statement (10/13).
- 17. 33 USC 1368 The Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 18. American National Standards Institute Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1-R1998.
- 19. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
- 20. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).

XVII. <u>LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA</u>

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

promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

XVIII. MAXIMUM OBLIGATION

- A. The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.
- B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

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A. EMPLOYMENT

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1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

XX. NONDISCRIMINATION

- Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
- gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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

- 1. Denying a client or potential client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- 4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services Office for Civil Rights.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

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

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and

CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,

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XXI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

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XXII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person

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

2. WRITTEN NOTIFICATION

- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.
- B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
- C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.
- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

- E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.
- F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.
- H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXV. RESEARCH AND PUBLICATION

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

XXVI. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XXVII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or

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AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

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the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXVIII. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity, unless no nonprofit entity is able and willing to provide such services.
 - 13. Supplanting current funding for existing services.
- 14. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees; payment of local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may levied). This restriction does not apply to vehicles operated by organizations for program purposes.
 - 15. To meet professional licensure or program licensure requirements.

- 16. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. To the greatest extent practicable, all equipment and products purchased with funds made available through this Agreement should be American-made.

XXIX. STATUS OF CONTRACTOR

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

XXX. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXXI. TERMINATION 1 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days 2 written notice given the other party. 3 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative 4 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be 5 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, 6 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed 7 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld 8 until CAP is resolved and/or the Agreement could be terminated. 9 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon 10 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this 11 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty 12 (30) calendar days for corrective action 13 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence 14 of any of the following events: 15 1. The loss by CONTRACTOR of legal capacity. 16 2. Cessation of services. 17 3. The delegation or assignment of CONTRACTOR's services, operation or administration to 18 another entity without the prior written consent of COUNTY. 19 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty 20 required pursuant to this Agreement. 21 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of 22 this Agreement. 23 6. The continued incapacity of any physician or licensed person to perform duties required 24 pursuant to this Agreement. 25 7. Unethical conduct or malpractice by any physician or licensed person providing services 26 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR 27 removes such physician or licensed person from serving persons treated or assisted pursuant to this 28 Agreement. 29 E. CONTINGENT FUNDING 30 31 32 COUNTY's expenditures, and 33 34 35

1. Any obligation of COUNTY under this Agreement is contingent upon the following: a. The continued availability of federal, state and county funds for reimbursement of b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors. 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given

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- CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXII. THIRD PARTY BENEFICIARY

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

XXXIII. WAIVER OF DEFAULT OR BREACH

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

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1	IN WITNESS WHEREOF, the parties have execu	ted this Agreement, in the County of Orange,
2	State of California.	
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4	AIDS SERVICES FOUNDATION ORANGE COUNTY	dba RADIANT HEALTH CENTERS
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6	DocuSigned by:	12/26/2019
7	BY: Philip Yarger	_ DATED:
8	D2209F150CE740D	
9	TITLE: CEO	_
10		
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12		
13	COLINERY OF OR ANGE	
14	COUNTY OF ORANGE	
15		
16	BY:	DATED.
17	HEALTH CARE AGENCY	_ DATED:
18	HEALTH CARE AGENCT	
19		
20		
21		
22	APPROVED AS TO FORM	
23	OFFICE OF THE COUNTY COUNSEL	
24	ORANGE COUNTY, CALIFORNIA	
25		
26	DocuSigned by:	
27	BY: Brittany Melian	DATED: 12/26/2019
28	DEF UT 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
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30 31		
32 33		
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35	If the contracting party is a corporation, two (2) signatures are required. President or any Vice President; and one (1) signature by the Secret	
36	or any Assistant Treasurer. If the contract is signed by one (1) auth	orized individual only, a copy of the corporate resolution
37	or by-laws whereby the board of directors has empowered said a signature alone is required by ADMINISTRATOR.	authorized individual to act on its behalf by his or her
- •	11 C	

38 Of 38 AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

1	EXHIBIT A
2	TO AGREEMENT FOR PROVISION OF
3	HIV HOUSING PLUS PROJECT SERVICES
4	BETWEEN
5	COUNTY OF ORANGE
6	AND
7	AIDS SERVICES FOUNDATION ORANGE COUNTY
8	DBA RADIANT HEALTH CENTERS
9	APRIL 01, 2020 THROUGH MARCH 31, 2021
10	
11	I. <u>ASSURANCE</u>
12	In accordance with funding requirements under Title XXVI of the Public Health Services Act
13	amended by the Ryan White Act, CONTRACTOR assures that it will:
14	A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use
15	contract funds to make payments for any item or service to the extent that payment for that item or
16	service has already been made, or can reasonably be expected to be made:
17	1. Under any state compensation program, under an insurance policy, or under any federal or
18	state health benefits program;
19	2. By an entity that provides health services on a prepaid basis; or
20	3. By third party reimbursement.
21	B. Provide, to the maximum extent practicable, HIV related health care and support services
22	without regard to the ability of the individual to pay for such services and without regard to the current
23	or past health condition of the individual with HIV.
24	C. Provide services in a setting that is accessible to low income individuals with HIV.
25	D. Permit and cooperate with any official federal or state investigation undertaken regarding
26	programs conducted under the Ryan White Act.
27	E. Comply with the funding requirements regarding charges for services:
28	1. In the case of individuals with an income less than or equal to one hundred percent (100%)
29	of the federal poverty level, CONTRACTOR shall not impose charges on any such individual for the
30	provision of services under this Agreement.
31	2. In the case of individuals with an income greater than one hundred percent (100%) of the
32	federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges approved
33	by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved fee
34	schedule that complies with Ryan White Act legislative intent.
35	3. In the case of individuals with an income greater than one hundred percent (100%) of the
36	federal poverty level and not exceeding two hundred percent (200%) of such poverty level
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CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

- 4. In the case of individuals with an income greater than two hundred percent (200%) of the federal poverty level and not exceeding three hundred percent (300%) of such poverty line, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent (7%) of the annual gross income of the individual involved.
- 5. In the case of individuals with an income greater than three hundred percent (300%) of the federal poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding ten percent (10%) of the annual gross income of the individual involved.
- 6. In the case of individuals with an income greater than five hundred percent (500%) of the federal poverty level, CONTRACTOR shall allow an exception for individuals with documentation to receive services with prior approval of ADMINISTRATOR.
- 7. As required by HRSA, CONTRACTOR must have in place policies and procedures for collecting a nominal fee, greater than zero, based on an individual's annual income and documenting that a client has met their annual cap on charges.
- 8. As required by HRSA, CONTRACTOR must have in place a process for documenting fees collected and waiving of fees when the client reaches their annual cap.
- 9. As required by HRSA, CONTRACTOR shall not deny services based on the individual's failure to pay fee.
- 10. CONTRACTOR shall not report individuals to a debt collection agency for failure to pay fee.

II. BUDGET

- A. The following Budget is set forth for informational purposes only:
 - 1. SHORT-TERM HOUSING PLUS PROJECT PAYMENTS

-		
27	ADMINISTRATIVE COST	
28	Salaries	\$ 10,642
29	Benefits	2,768
30	Operating Expenses	
31	Services and Supplies	2,305
32	SUBTOTAL	\$ 15,715
33	//	
34	//	

AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

1	DIRECT CARE COST	
2	Salaries	\$ 57,021
3	Benefits	14,826
4	Operating Expenses	
5	Housing Plus Project Payments	644,970
6	SUBTOTAL	\$ 716,817
7		
8	TOTAL COSTS	\$ 732,532
0		

B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR. Administrative Costs shall not exceed ten percent (10%) of total costs.

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

D. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request budget changes hereafter. The budget revision request shall be on a form approved or provided by ADMINISTRATOR.

E. CFDA Information

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

a. CFDA Year: 2020 CFDA No.: 93.917

Program Title: Ryan White Part B HIV Care Program (indirect)

Federal Agency: Department of Health and Human Services

Award Name: HIV Care Program (indirect)

Amount: \$ 732,532

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- 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200.
- 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

- A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to county, state and/or federal regulations. All payments are interim payments only and are subject to final settlement in accordance with the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim payment amount specified above has not been fully paid.
- 1. ADMINISTRATOR shall use the Expenditure and Revenue Report specified in the Reports Paragraph of this Exhibit A to the Agreement to determine payment to CONTRACTOR.
- 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Billings are due the twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed billing form.
- C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

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- canceled checks, receipts, receiving records and records of services provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly billings.
- D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.
- E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit A to the Agreement.

B. FISCAL

- 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of units of service provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- 2. CONTRACTOR shall submit quarterly Year-End Projection Reports ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the third Monday of the following months: April, October, and January; unless otherwise agreed to in writing by ADMINISTRATOR. The Year-End Cost Report shall be submitted to the Administrator on the last Friday of May; unless otherwise agreed to in writing by the ADMINISTRATOR.

- C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken Compliance Training in accordance with the Compliance Paragraph of this Agreement. The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
 - D. PROGRAMMATIC CONTRACTOR shall submit Biannual narrative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the last Monday of July and January; unless otherwise agreed to in writing by ADMINISTRATOR.
 - E. RSR-CONTRACTOR shall submit to ADMINISTRATOR in a format and manner acceptable to, or provided by, ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about CONTRACTOR's organization. RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year.
 - F. Countywide Data Reporting CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White funded services. For purposes of this Agreement, real-time data reporting shall be defined as entering data into the COUNTY's designated data system within five (5) business days of providing services, unless otherwise agreed to in writing by ADMINISTRATOR.
 - G. QM REPORTS CONTRACTOR shall submit a QM Report with appropriate signature(s) to ADMINISTRATOR. The QM Report shall be submitted in a format provided or approved by ADMINISTRATOR on the last business day of March; unless otherwise agreed to in writing by the ADMINISTRATOR. The QM Report shall include but not be limited to:
 - 1. Summary of QM activities,
 - 2. Service-specific outcome measure results,
 - 3. Summary of findings, and
 - 4. Summary of how findings will be addressed.
 - H. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.

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

V. SERVICES

- A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are infected with HIV, in accordance with the Agreement. CONTRACTOR shall not charge fees except as allowed in the Agreement.
- 1. Prior to providing any services pursuant to this Agreement, Contractor shall establish a statement of Client Rights and Responsibilities. CONTRACTOR may adopt Client Rights and Responsibilities provided by ADMINISTRATOR, or an alternate version approved by ADMINISTRATOR.
- 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV. Signed MOUs with major points of entry shall be established and must include the names of parties involved, time frame of agreement, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.
- 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR. Eligibility shall be verified at minimum every six (6) months. Eligibility verification shall be documented in COUNTY's designated data system as required by ADMINISTRATOR.
- 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity, gender, date of birth, living situation, household size, income, and types of service provided.
- 5. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who receives services under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religious creed or cult, denomination or sectarian institution, or religious belief.
- 6. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

7. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and cost-effectiveness of HIV related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. It is also understood by both parties that ADMINISTRATOR is committed to implementing a data collection system that provides for point of service eligibility verification, service utilization information, and instant reporting of service delivery. CONTRACTOR shall participate in said system.

B. SHORT-TERM HOUSING PLUS PROJECT (HPP) PAYMENTS

1. DEFINITION – Short-term rent assistance provided on behalf of individuals/households who need assistance with rent. This assistance is to be up to 24 months in duration, subject to specific caps on amount of assistance available, and not to be used as an on-going payment.

2. SCOPE OF SERVICES

- a. CONTRACTOR shall provide HPP Payments, as defined above, to eligible persons. CONTRACTOR shall limit payments on behalf of individuals/households to no more than up to thirty percent (30%) of the individual/household fair market rent between April 2020 and March 2021.
- b. CONTRACTOR shall coordinate client's HIV care with Ryan White case manager. CONTRACTOR must obtain proof of enrollment in comprehensive healthcare coverage or proof of application for healthcare coverage. CONTRACTOR must obtain a copy of HIV Viral Load lab annually.
- c. CONTRACTOR shall determine eligibility for services within two (2) business days of receipt of application. CONTRACTOR shall communicate with client, in writing, reasons for the denial of their application.
- d. Services to persons eligible for HPP shall be authorized within two (2) business days following eligibility determination by CONTRACTOR.
- e. CONTRACTOR must obtain all required documentation for HPP payment (e.g., proof of unstable or temporary housing, proof that individual/household is not enrolled in any other Housing Assistance Programs, copy of valid lease, landlord W-9 IRS form, and landlord proof of ownership).
- f. CONTRACTOR shall disseminate information describing the HPP program and eligibility requirements to individuals, groups, and private and public agencies that provide services to persons living with HIV.
- g. CONTRACTOR shall develop a Housing Plan that must be reviewed and updated with client, at minimum, quarterly.
- h. Outcome measures for these services shall include increased number of clients maintaining stable housing, and improved access to healthcare and other supportive services among clients.

- C. Quality Management (QM) Activities
- 1. CONTRACTOR shall participate in QM activities including, but not limited to, participation on the QM Committee, QM trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectvies.
- D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

- A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.
- B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days of any staff vacancies that occur during the term of this Agreement.
- C. STAFFING LEVELS CONTRACTOR shall, at minimum, provide the following staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week per period.

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ADMINISTRATIVE STAFF Director of Finance and Operations

Senior Accountant	0.030
Staff Accountant	0.030
Accounting Clerk	0.030
Data Manager	0.030
Executive Assistant	0.005
Executive Director	0.005
SUBTOTAL	0.160

DIRECT CARE STAFF

DIKECT CAKE STAIT	
Sr. Director of Programs	0.051
Director Housing and Benefits	0.101
Housing Case Manager	1.100
SUBTOTAL	1.252
TOTAL FTEs	1.412

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the 1 Staffing Paragraph of this Exhibit A to the Agreement. 2 3 VII. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY 4 A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established 5 by ADMINISTRATOR. 6 B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and 7 document that each client to whom services are provided under the terms of this Agreement are given 8 information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal 9 CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with 10 CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its 11 Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the 12 effective date of this Agreement and within fifteen (15) calendar days of the adoption by 13 CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy 14 is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with 15 established standards and policies. 16 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Client 17 Grievance Review and Resolution Policy Paragraph of this Exhibit A to the Agreement. 18 19 VIII. UNITS OF SERVICE 20 A. HPP – CONTRACTOR shall, at a minimum, provide the following units of service per period: 21 22 **HPP Bed Days** 24,000 23 **HPP Unduplicated Clients** 150 24 25 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units 26 of Service Paragraph of this Exhibit A to the Agreement. 27 // 28 // 29 30 31 32 33 34 35

EXHIBIT B 1 TO AGREEMENT FOR PROVISION OF 2 HIV HOUSING PLUS PROJECT SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 AND 6 AIDS SERVICES FOUNDATION ORANGE COUNTY 7 DBA RADIANT HEALTH CENTERS 8 APRIL 01, 2020 THROUGH MARCH 31, 2021 9 10 I. BUSINESS ASSOCIATE CONTRACT 11 A. GENERAL PROVISIONS AND RECITALS 12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., 13 shall have the same meaning given to such terms under the Health Insurance Portability and 14 Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for 15 Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing 16 regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be 17 hereafter amended. 18 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, 19 and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that 20 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of 21 COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of 22 "Business Associate" in 45 CFR § 160.103. 23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the 24 terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined 25 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities 26 pursuant to, and as set forth, in the Agreement. 27 4. The parties intend to protect the privacy and provide for the security of PHI that may be 28 created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance 29 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH 30 Act, and the HIPAA regulations as they may exist now or be hereafter amended. 31 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA 32 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by 33 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI. 34 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in 35 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a 36 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the 37

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terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

- 1. "<u>Administrative Safeguards</u>" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
 - a. Breach excludes:
- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retains such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "<u>Data Aggregation</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "<u>Designated Record Set</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

- 5. "<u>Disclosure</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 6. "<u>Health Care Operations</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 8. "<u>Physical Safeguards</u>" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 9. "<u>The HIPAA Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10. "<u>Protected Health Information</u>" or "<u>PHI</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
- 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 14. "<u>The HIPAA Security Rule</u>" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 16. "<u>Technical safeguards</u>" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 17. "<u>Unsecured PHI</u>" or "<u>PHI that is unsecured</u>" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
- 18. "<u>Use</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 - C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

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- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

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concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Paragraphs E, below:
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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- 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.
- 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

- 1. Personal Controls
- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.
- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

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containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

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- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

- 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

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requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.
- 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

- 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
- a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
- b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
- a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
 - b. CONTRACTOR shall retain no copies of the PHI.
- c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

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1	EXHIBIT C
2	TO AGREEMENT FOR PROVISION OF
3	HIV HOUSING PLUS PROJECT SERVICES
4	BETWEEN
5	COUNTY OF ORANGE
6	AND
7	AIDS SERVICES FOUNDATION ORANGE COUNTY
8	DBA RADIANT HEALTH CENTERS
9	APRIL 01, 2020 THROUGH MARCH 31, 2021
10	
11	I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT
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	California Information Practices Act, Civil Code § 1798.29(d).
19	3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act
20	Agreement between the Social Security Administration and the California Health and Human Services
21	Agency (CHHS).
22	4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
23	maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
24	CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
25	with performing the functions, activities and services specified in the Agreement on behalf of the
26	COUNTY.
27	5. "IEA" shall mean the Information Exchange Agreement currently in effect between the
28	Social Security Administration (SSA) and DHCS.
29	6. "Notice-triggering Personal Information" shall mean the personal information identified in
30	Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
31	Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
32	identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
33	voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
34	electronic, paper or any other medium.
35	7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
36	IEA and CMPPA.
37	

- 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).
- 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF AGREEMENT

- 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.
- Responsibilities of CONTRACTOR CONTRACTOR agrees:
- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

- 1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.
- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Agreement.

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

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AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS

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1 2 <u>3</u> 4 <u>5</u> <u>6</u> 7 8 9 10 11 <u>12</u> <u>13</u> 14 15 16 <u>17</u> <u>18</u> <u> 19</u> 20 <u>21</u> 22 23 24 <u>25</u> 26 27 // 28 29 30 31 32 <u>33</u> <u>34</u> 35 36 <u>37</u>

AGREEMENT FOR PROVISION OF HIV HOUSING PLUS PROJECT SERVICES **BETWEEN**

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY DBA RADIANT HEALTH CENTERS

APRIL 01, 20202019 THROUGH MARCH 31, 20212020

THIS AGREEMENT entered into this 1st1ST day of April 2020 (effective date), 2019, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and AIDS SERVICES FOUNDATION ORANGE COUNTY dba RADIANT HEALTH CENTERS, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the Director County of the COUNTY's Orange Health Care Agency or an authorized designee ("(ADMINISTRATOR").).

WITNESSETH:

WHEREAS, the COUNTY wishes to contract with CONTRACTOR for the provision of HIV Housing Plus Project (HPP) services described herein to the residents of Orange County; and

WHEREAS, COUNTY received funding for these services from the California Department of Public Health, State Office of AIDS; and

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

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

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24 25	//		
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26 27	//		
27 28	//		
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32 33	//		
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35 35	//		
36 36	//		
<u>37</u>	//		

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REFERENCED CONTRACT PROVISIONS
 1
 2
       Term: April 01, 20202019 through March 31, 20212020
 <u>3</u>
 4
        Maximum Obligation: $ 732,532
 <u>5</u>
 <u>6</u>
 7
       Basis for Reimbursement: Actual Cost
 8
 9
        Payment Method:
                                          Monthly in Arrears
<del>10</del>
        Contractor DUNS Number: 18-930-0031
11
<u>12</u>
        Contractor Tax ID Number: 33-0126481
<u>13</u>
<u>14</u>
       Notices to COUNTY and CONTRACTOR:
<u>15</u>
<del>16</del>
       COUNTY:
                               County of Orange
<u>17</u>
<u>18</u>
                               Health Care Agency
                               Contract Services
<u> 19</u>
                               405 West 5th Street, Suite 600
<del>20</del>
<u>21</u>
                               Santa Ana, CA 92701-4637
<del>22</del>
<del>23</del>
       CONTRACTOR: AIDS Services Foundation Orange County
                               DBA Radiant Health Centers
<del>24</del>
                               17892 Sky Park Circle, Suite J.
<u>25</u>
                               Irvine, CA 92614
<del>26</del>
                               Phil Yaeger, Executive Director
<del>27</del>
                               pyaeger@radianthealthcenters.org
28
<del>29</del>
<del>30</del>
<u>31</u>
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<u>37</u>
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<u></u>	I	I. ACRONYMS
<u>2</u>	The following stan	dard definitions are for reference purposes only and may or may not apply in their
<u>3</u>	entirety throughout this	Agreement:
<u>4</u>	A. ADAP	AIDS Drug Assistance Program
<u>5</u>	B—A. AIDS	Acquired Immune Deficiency Syndrome
<u>6</u>	<u>C</u> ₿. ARRA	American Recovery and Reinvestment Act of 2009
<u>7</u>	C. CAPER	Consolidated Annual Performance D. ASRS Alcohol and
<u>8</u>	Drug Programs Report	ing System
<u>9</u>	and Evaluation Report	
<u>10</u>	D. E. CAN	Certified Nursing Attendants
<u>11</u>	F. CAP	Corrective Action Plan
<u>12</u>	G. CCC	California Civil Code
<u>13</u>	<u>H.</u> <u>E.</u> CCR	California Code of Regulations
<u>14</u>	I. CDC	Centers for Disease Control
<u>15</u>	J_F. CFDA	Catalog of Federal Domestic Assistance
<u>16</u>	G. K. CFR	Code of Federal Regulations
<u>17</u>	Ľ Ħ. CHPP	COUNTY HIPAA Policies and Procedures
<u>18</u>	<u>H.</u> CHS	Correctional Health Services
<u>19</u>	N. CIPA	California Information Practices Act
<u>20</u>	O. CMPPA	Computer Matching and Privacy Protection Act
<u>21</u>	<u>P</u> J. COI	Certificate of Insurance
<u>22</u>	K. Q. CPA	Certified Public Accountant
<u>23</u>	R. CSI	Client and Services Information
<u>24</u>	S. DCR	Data Collection and Reporting
<u>25</u>	T. DD	Dually Diagnosed
<u>26</u>	<u>U.</u> <u>D/MC</u>	Drug/Medi-Cal
<u>27</u>	——L.—DHCS	California Department of Health Care Services
<u>28</u>	V. D/MC	Drug/Medi-Cal
<u>29</u>	— <u>M.</u> <u>W. DME</u>	Durable Medical Equipment
<u>30</u>	X. DPFS	Drug Program Fiscal Systems
<u>31</u>	Y. DRP	Disaster Recovery Plan
<u>32</u>	Z. DRS	Designated Record Set
<u>33</u>	N. EFA	Emergency Financial Assistance
<u>34</u>		EOC Equal Employment Opportunity Commission
<u>35</u>	AB. EHR	Electronic Health Records
<u>36</u>	AC. ePHI	Electronic Protected Health Information
<u>37</u>	— <u>P.</u> <u>AD.</u> El	RC Emergency Receiving Center

<u>1</u>	AE.	FFS Fee For service
<u>2</u>	AF.	FIPS Federal Information Processing Standards
<u>3</u>	AG.	FQHC Federally Qualified Health Center
4	AH.	FTE Full Time Equivalent
<u>5</u>	Q. -	AI. GAAP Generally Accepted Accounting Principles
<u>6</u>	R.	AJ. HAB Federal HIV/AIDS Bureau
<u>7</u>	<u>S.</u>	AK. HCA County of Orange Health Care Agency
<u>8</u>	T.	HIV Human Immunodeficiency Virus
<u>9</u>	U	AL. HHS Federal Health and Human Services Agency
<u>10</u>	<u>AM</u> ♥.	HIPAA Health Insurance Portability and Accountability Act of 1996,
<u>11</u>		PublicLaw 104-191
<u>12</u>		HOPWA Housing Opportunities for Persons with AIDS
<u>13</u>	X	HPP Housing Plus Project
<u>14</u>	<u> </u>	AN. HITECH Act Health Information Technology for Economic and Clinical Health
<u>15</u>		Act, Public Law 111-005
<u>16</u>	AO.	<u> </u>
<u>17</u>	<u>AP</u> .	HRSA Federal Health Resources and Services Administration
<u>18</u>	<u>Z.</u>	AQ. HSC California Health and Safety Code
<u>19</u>		HUD Housing and Urban Development
<u>20</u>	AB.	AR. ISO Insurance Services Office
<u>21</u>	AC.	- AS. ITP Individualized Treatment Plan
<u>22</u>		LGBTQI Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
<u>23</u>	AU.	
<u>24</u>	AV.	
<u>25</u>	AW.	
<u>26</u>	AD.	
<u>27</u>	AY.	AX. NIST National Institute of Standards and Technology NOA Notice of Action
<u>28</u>	AZ.	
<u>29</u>		NPDB National Provider Data Bank
<u>30</u>	BB.	
<u>31</u>		NPP Notice of Privacy Practices
32 33		OCJS Orange County Jail System
<u>34</u>		OCPD Orange County Probation Department
35 35	BF.	— AF. OCR Federal Office for Civil Rights
36 36	BG.	AG. OCSD Orange County Sheriff's Department
<u>37</u>	BH.	AH. OIG Federal Office of Inspector General
= 		

<u>1</u>	BI. AI. OMB Federal Office of Management and Budget
<u>2</u>	BJ. — AJ. OPM Federal Office of Personnel Management
<u>3</u>	BK. P&P Policy and Procedure
<u>4</u>	BL. AK. PA DSS ——Payment Application Data Security Standard
<u>5</u>	BM. PAF Partnership Assessment Form
<u>€</u>	BN. AL. PC State of California Penal Code
<u>7</u>	BOAM. PCI DSS ——Payment Card Industry Data Security Standard
<u>8</u>	BP. AN. PHI Protected Health Information
<u>9</u>	BQ. PI Personal Information
<u>10</u>	BR. AO. —PII Personally Identifiable Information
<u>11</u>	BS. AP. PLWH/A Person Living with HIV/AIDS
<u>12</u>	—AQ.—PRA <u>California</u> Public <u>Records</u> Act
<u>13</u>	BT. QI Quality Improvement
<u>14</u>	BU. QIC Quality Improvement Committee
<u>15</u>	BV. AR.QM Quality Management
<u>16</u>	BW. AS. RAP Rental Assistance Program
<u>17</u>	AT. RSR Ryan White Services Reports
<u>18</u>	BX. AU. Ryan White Act Ryan White HIV/AIDS Treatment Extension Act of
<u>19</u>	$\frac{2009}{}$
<u>20</u>	AV.—SIR Self-Insured Retention
	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance
<u>20</u>	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent
<u>20</u> <u>21</u>	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act,
20 21 22 22 23 24	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
20 21 22 23	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income
20 21 22 22 23 24	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program
20 21 22 23 24 25 26 27	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ. SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service
20 21 22 23 24 25 26 27 28	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code
20 21 22 23 24 25 26 27 28 29	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code CDAZ. W&IC California Welfare and Institutions Code
20 21 22 23 24 25 26 27 28 29 30	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code
20 21 22 23 24 25 26 27 28 29 30 31	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Programfor Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code CDAZ. W&IC California Welfare and Institutions Code CE. WIC Women, Infants and Children
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20 21 22 23 24 25 26 27 28 29 30 31 32 33	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code CDAZ. W&IC California Welfare and Institutions Code CE. WIC Women, Infants and Children II. ALTERATION OF TERMS A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein,
20 21 22 23 24 25 26 27 28 29 30 31 32 32 34	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Programfor Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code CDAZ. W&IC California Welfare and Institutions Code CE. WIC Women, Infants and Children II. ALTERATION OF TERMS A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
20 21 22 23 24 25 26 27 28 29 30 31 32 33	AW. BY.SNAP Supplemental NutritionSTAR Short-Term Assistance Program for Rent AX. The HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 AY. BZ.SSI Supplemental Security Income CA. STP Special Treatment Program CB. UOS Units of Service CC. USC United States Code CDAZ. W&IC California Welfare and Institutions Code CE. WIC Women, Infants and Children II. ALTERATION OF TERMS A. This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein,

this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees

X:\CONTRACTS - 2019 \2019 \2019 \2020\PH\ASF15 HIV HOUSING HPP-FY 19 \ \ 20 JC.DOC AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS_

or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the

address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

- A. <u>COMPLIANCE PROGRAM</u> ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide <u>ADMINISTRATOR</u> with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program and Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance <u>Department to ensure they include all required elements by ADMINISTRATOR's Compliance</u> Officer as described in this Paragraph IV (COMPLIANCE). These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own Compliance Program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed

acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

- 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph. IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and

procedures if CONTRACTOR has elected to use its own).

- 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
 - 1. CONTRACTOR that have acknowledged to comply with ADMINISTRATOR's

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

- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the certifications. —Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this <u>Compliance</u> Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this <u>Compliance</u> Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.
- 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.
- 3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

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

VI. COST REPORT CONFLICT OF INTEREST

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

VII. COST REPORT

- A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three or for a portion thereof, Cost Report to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.
- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
 - b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

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pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The <u>individual and/or consolidated</u> Cost Report <u>prepared for each period</u> shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR <u>for that period</u>. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

<u>1</u>	
<u>2</u>	"I HEREBY CERTIFY that I have executed the accompanying Cost Report and
<u>3</u>	supporting documentation prepared by for the cost report period
<u>4</u>	beginning and ending and that, to the best of my
<u>5</u>	knowledge and belief, costs reimbursed through this Agreement are reasonable and
<u>6</u>	allowable and directly or indirectly related to the services provided and that this Cost
<u>7</u>	Report is a true, correct, and complete statement from the books and records of
<u>8</u>	(provider name) in accordance with applicable instructions, except as noted. I also
<u>9</u>	hereby certify that I have the authority to execute the accompanying Cost Report.
<u>10</u>	
<u>11</u>	Signed
<u>12</u>	Name
<u>13</u>	Title
<u>14</u>	Date "
<u>15</u>	
<u>16</u>	<u>"</u>
<u>17</u>	VIII DED A DAMENTE A NID CHICDENICIONI CEDEVELCA ELONI
<u>18</u>	VIII. DEBARMENT AND SUSPENSION CERTIFICATION A. CONTRACTOR confisce that it and its principals.
<u>19</u>	A. CONTRACTOR certifies that it and its principals:
<u>20</u>	1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
<u>21</u>	voluntarily excluded by any federal department or agency. 2. Have not within a three-year period preceding this Agreement been convicted of or had a
22 22	civil judgment rendered against them for commission of fraud or a criminal offense in connection with
23 24	obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
24 25	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
26 27	receiving stolen property.
27 28	3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
29	or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
<u>30</u>	above.
<u>31</u>	4. Have not within a three-year period preceding this Agreement had one or more public
<u>32</u>	transactions (federal, state, or local) terminated for cause or default.
33 33	5. Shall not knowingly enter into any lower tier covered transaction with a person who is
<u>34</u>	proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
<u>35</u>	suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
36	authorized by the State of California.
<u>37</u>	6. Shall include without modification, the clause titled "Certification Regarding Debarment,
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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.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations

hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

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X. DISPUTE RESOLUTION

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XI. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not

limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XII. EQUIPMENT

- A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.
- B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.
- C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.
- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of

Equipment are moved from one location to another or returned to COUNTY as surplus.

- G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

- A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the <u>Total</u> Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. -The reduction to the <u>Total</u> Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. <u>INDEMNIFICATION AND INSURANCE</u>

- A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Partyparty shall request a jury apportionment.
- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with CONTRACTOR agrees and to keepmaintain such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term

of this Agreement. In addition, all subcontractors—performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs—and deductibles shall be clearly stated on the COI. Any SIR or deductible in an amount in excess of \$50,000 shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance <u>acceptable to the COUNTY</u> as required in this <u>Paragraph XII (INDEMNIFICATION AND INSURANCE)</u> for the full term of this Agreement, <u>the COUNTY may such failure shall constitute a breach of CONTRACTOR'S obligation hereunder and ground for COUNTY to terminate this Agreement.</u>

F. QUALIFIED INSURER

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

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- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
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

H. REQUIRED COVERAGE FORMS

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

I. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the *County of Orange*, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the *County of Orange*, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN AGREEMENT*.
- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M—L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall may constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.
- NM. If CONTRACTOR's Professional Liability, <u>Technology Errors & Omissions</u> and <u>or</u> Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- ON. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor
- R—O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or

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<u>36</u> 37 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

SP. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement may be in breach without further notice to CONTRACTOR, and by COUNTY shall be entitled to all legal remedies.

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

UR. SUBMISSION OF INSURANCE DOCUMENTS

- 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above. of this Agreement.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. <u>INSPECTIONS AND AUD</u>ITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above—mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

- 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action.

 A CAPA plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt and file with ADMINISTRATOR, an annual, independent, organization wide audit of related expenditures as may be required during the term of this Agreement.
- E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. <u>LICENSES AND LAWS</u>

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:
 - 1. ARRA of 2009.
 - 2. 42 CFR, Public Health, H&SC 121025.
 - 3. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
 - 4. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
 - 5. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.

- 6. 45 CFR Part 76, Drug Free Work Place.
- 7. CCR, Title 22, Division 6, Community Care Licensing Division.
- 8. 42 USC. 12901 et seq., AIDS Housing Opportunity Act.
- 9. 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 10. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).
 - 11. Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 12. Title 24, Subtitle B, Chapter 5, Subchapter C, CFR Part 574, Housing Opportunities for Persons with AIDS.
- 13. 24 CFR Parts 42 (Displacement, Relocation Assistance, and Real Property Acquisition for HUD and HUD-Assisted Programs) and 570 (Displacement, relocation, acquisition, and replacement of housing).)
 - 14. 24 CFR Part 85, Grants Management Common Rule (State and Local Governments)
 - 15. 42 USC 7606 The Clean Air Act, as amended (42 USC 1857(h) et seq.).
- 16. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants Policy Statement (10/13).
- 17. 33 USC 1368 The Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 18. American National Standards Institute Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1-R1998.
- 19. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
- 20. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.
- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
 - C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

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available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XVIII. MAXIMUM OBLIGATION

- A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with this Agreement for HIV Care Services during Period One, Period Two and Period Three are as as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations, except as allowed for in Subparagraph B. below.
- B. ADMINISTRATOR may amend the <u>Aggregate</u> Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

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XX. NONDISCRIMINATION

A. EMPLOYMENT

- 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement,— CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this

Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a client or potential client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- 4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients clients through a written statement that CONTRACTOR's CONTRACTOR and/or subcontractor's Clients clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services Office for Civil Rights Services' OCR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
 - E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall

intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

XXI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person

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

2. WRITTEN NOTIFICATION

- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.
- B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
 - C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,

preparation, and confidentiality of records related to CONTRACTOR's participant, client, and/or patient records are met at all times shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.
- F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.
- H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXV. RESEARCH AND PUBLICATION

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

XXVI. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which

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are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XXVII. SEVERABILITY

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

XXVIII. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity, unless no nonprofit entity is able and willing to provide such services.

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- 13. Supplanting current funding for existing services.
- 14. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees; payment of local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may levied). This restriction does not apply to vehicles operated by organizations for program purposes.
 - 15. To meet professional licensure or program licensure requirements.
 - 16. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. To the greatest extent practicable, all equipment and products purchased with funds made available through this Agreement should be American-made.

XXIX. STATUS OF CONTRACTOR

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

XXX. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified

in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXXI. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon <u>ninety (90thirty (30)</u> calendar days written notice given the other party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- <u>C</u> B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

<u>PC</u>.COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

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

ED. CONTINGENT FUNDING

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

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

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

 \underline{GF} . In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
 - 9. Provide written notice of termination of services to each Client being served under this

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Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

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

XXXII. THIRD PARTY BENEFICIARY

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

XXXIII. WAIVER OF DEFAULT OR BREACH

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

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<u>1</u>	IN WITNESS WHEREOF, the parties have executed	this Agreement, in the County of Orange,
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23 23	APPROVED AS TO FORM	
	OFFICE OF THE COUNTY COUNSEL	
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<u>35</u>	If the contracting party is a corporation, two (2) signatures are required President or any Vice President; and one (1) signature by the Secretary	
<u>36</u>	or any Assistant Treasurer. If the contract is signed by one (1) authorize	red individual only, a copy of the corporate resolution
<u>37</u>	or by-laws whereby the board of directors has empowered said auth signature alone is required by ADMINISTRATOR.	norized individual to act on its behalf by his or her

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EXHIBIT A

TO AGREEMENT FOR PROVISION OF HIV HOUSING PLUS PROJECT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
DBA RADIANT HEALTH CENTERS

APRIL 01, 20202019 THROUGH MARCH 31, 20212020

I. ASSURANCE

In accordance with funding requirements under Title XXVI of the Public Health Services Act amended by the Ryan White Act, CONTRACTOR assures that it will:

- A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already been made, or can reasonably be expected to be made:
- 1. Under any state compensation program, under an insurance policy, or under any federal or state health benefits program;
 - 2. By an entity that provides health services on a prepaid basis; or
 - 3. By third party reimbursement.
- B. Provide, to the maximum extent practicable, HIV related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV-disease.
 - C. Provide services in a setting that is accessible to low income individuals with HIV.
- disease. D. Permit and cooperate with any official federal or state investigation undertaken regarding programs conducted under the Ryan White Act.
 - E. Comply with the funding requirements regarding charges for services:
- 1. In the case of individuals with an income less than or equal to one hundred percent (100%) of the federal poverty level, CONTRACTOR shall not impose charges on any such individual for the provision of services under this Agreement.
- 2. In the case of individuals with an income greater than one hundred percent (100%) of the federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges approved by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved fee schedule that complies with Ryan White Act legislative intent.
- 3. In the case of individuals with an income greater than one hundred percent (100%) of the federal poverty level and not exceeding two hundred percent (200%) of such poverty level,

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EXHIBIT A

CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

- 4. In the case of individuals with an income greater than two hundred percent (200%) of the federal poverty level and not exceeding three hundred percent (300%) of such poverty line, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent (7%) of the annual gross income of the individual involved.
- 5. In the case of individuals with an income greater than three hundred percent (300%) of the federal poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding ten percent (10%) of the annual gross income of the individual involved.
- 6. In the case of individuals with an income greater than five hundred percent (500%) of the federal poverty level, CONTRACTOR shall allow an exception for individuals with documentation to receive services with prior approval of ADMINISTRATOR.
- 7. As required by HRSA, CONTRACTOR must have in place policies and procedures for collecting a nominal fee, greater than zero, based on an individual's annual income and documenting that a client has met their annual cap on charges.
- 8. As required by HRSA, CONTRACTOR must have in place a process for documenting fees collected and waiving of fees when the client reaches their annual cap.
- 9. As required by HRSA, CONTRACTOR shall not deny services based on the individual's failure to pay fee.
- 10. CONTRACTOR shall not report individuals to a debt collection agency for failure to pay fee.

II. BUDGET

- A. The following Budget is set forth for informational purposes only:
 - 1. SHORT-TERM HOUSING PLUS PROJECT PAYMENTS

ADMINISTRATIVE COST	
Salaries	\$ 10,642
Benefits	2,768
Operating Expenses	
Services and Supplies	 2,305
SUBTOTAL	\$ 15,715

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EXHIBIT A

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DIRECT CARE COST	
Salaries	\$ 57,021
Benefits	14,826
Operating Expenses	
Housing Plus Project Payments	644,970
SUBTOTAL	\$ 716,817
TOTAL COSTS	\$ 732,532

- B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR. Administrative Costs shall not exceed ten percent (10%) of total costs.
- C. BUDGET/STAFFING MODIFICATIONS CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.
- D. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request budget changes hereafter. The budget revision request shall be on a form approved or provided by ADMINISTRATOR.

E. CFDA Information

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

a. CFDA Year: <u>2020</u>2019 CFDA No.: 93.917

Program Title: Ryan White Part B HIV Care Program (indirect)

Federal Agency: Department of Health and Human Services

Award Name: HIV Care Program (indirect)

Amount: \$ 732,532

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EXHIBIT A

- 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200.
- 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

- A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation, as set forth in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to county, state and/or federal regulations. All payments are interim payments only and are subject to final settlement in accordance with the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim payment amount specified above has not been fully paid.
- 1. ADMINISTRATOR shall use the Expenditure and Revenue Report specified in the Reports Paragraph of this Exhibit A to the Agreement to determine payment to CONTRACTOR.
- 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Billings are due the twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than thirty (30twenty one (21)) calendar days after receipt of the correctly completed billing form.
- C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

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EXHIBIT A

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canceled checks, receipts, receiving records and records of services provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly billings.

- D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.
- E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. <u>REPORTS</u>

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit A to the Agreement.

B. FISCAL

- 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of units of service provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- 2. CONTRACTOR shall submit quarterly Year-End Projection **Reports** to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the third Monday of the following months each year: April July, October, and January; unless otherwise agreed to in writing by ADMINISTRATOR. The Year-End Cost Report shall be submitted to the Administrator on the last Friday of May each year; unless otherwise agreed to in writing by the ADMINISTRATOR.

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EXHIBIT A

- C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names, and shall indicate which staff have taken Compliance Training in accordance with the Compliance Paragraph of this Agreement. The reports shall be due to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- D. PROGRAMMATIC CONTRACTOR shall submit Biannual narrative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the <u>lastthird</u> Monday of <u>JulyMay</u> and <u>JanuaryNovember</u>; unless otherwise agreed to in writing by ADMINISTRATOR.
- E. RSR-CONTRACTOR shall submit to ADMINISTRATOR in a format and manner acceptable to, or provided by, ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about CONTRACTOR's organization. RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year.
- F. Countywide Data Reporting CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White funded services. For purposes of this Agreement, real-time data reporting shall be defined as entering data into the COUNTY's designated data system within five (5) business days of providing services, unless otherwise agreed to in writing by ADMINISTRATOR.
- G. QM REPORTS CONTRACTOR shall submit a QM Report with appropriate signature(s) to ADMINISTRATOR. The QM Report shall be submitted in a format provided or approved by ADMINISTRATOR on the last business day of March each year; unless otherwise agreed to in writing by the ADMINISTRATOR. The QM Report shall include but not be limited to:
 - 1. Summary of QM activities,
 - 2. Service-specific outcome measure results,
 - 3. Summary of findings, and
 - 4. Summary of how findings will be addressed.
- H. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.

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EXHIBIT A

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

V. SERVICES

- A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are infected with HIV, in accordance with the Agreement. CONTRACTOR shall not charge fees except as allowed in the Agreement.
- 1. Prior to providing any services pursuant to this Agreement, Contractor shall establish a statement of Client Rights and Responsibilities. CONTRACTOR may adopt Client Rights and Responsibilities provided by ADMINISTRATOR, or an alternate version approved by ADMINISTRATOR.
- 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV. Signed MOUs with major points of entry shall be established and must include the names of parties involved, time frame of agreement, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.
- 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR. Eligibility shall be verified at minimum every six (6) months. Eligibility verification shall be documented in COUNTY's designated data system as required by ADMINISTRATOR.
- 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity, gender, date of birth, living situation, household size, income, and types of service provided.
- 5. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who receives services under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religious creed or cult, denomination or sectarian institution, or religious belief.
- 6. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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EXHIBIT A

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7. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and cost-effectiveness of HIV related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. It is also understood by both parties that ADMINISTRATOR is committed to implementing a data collection system that provides for point of service eligibility verification, service utilization information, and instant reporting of service delivery. CONTRACTOR shall participate in said system.

B. SHORT-TERM HOUSING PLUS PROJECT (HPP) PAYMENTS

1. DEFINITION – Short-term rent assistance provided on behalf of individuals/households who need assistance with rent. This assistance is to be up to 24 months in duration, subject to specific caps on amount of assistance available, and not to be used as an on-going payment.

2. SCOPE OF SERVICES

- a. CONTRACTOR shall provide HPP Payments, as defined above, to eligible persons. CONTRACTOR shall limit payments on behalf of individuals/households to no more than up to thirty percent (50% of the individual/household rent through March 2017 and no more than up to 30%)% of the individual/household rent between April 2017 and March 2020 and March 2021.
- b. CONTRACTOR shall coordinate client's HIV care with Ryan White case manager. CONTRACTOR must obtain proof of enrollment in comprehensive healthcare coverage or proof of application for healthcare coverage. CONTRACTOR must obtain a copy of HIV Viral Load lab annually.
- c. CONTRACTOR shall determine eligibility for services within two (2) business days of receipt of application. CONTRACTOR shall communicate with client, in writing, reasons for the denial of their application.
- d. Services to persons eligible for HPP shall be authorized within two (2) business days following eligibility determination by CONTRACTOR.
- e. CONTRACTOR must obtain all required documentation for HPP payment (e.g., proof of unstable or temporary housing, proof that individual/household is not enrolled in any other Housing Assistance Programs, copy of valid lease, landlord W-9 IRS form, and landlord proof of ownership).
- f. CONTRACTOR shall disseminate information describing the HPP program and eligibility requirements to individuals, groups, and private and public agencies that provide services to persons living with HIV.
- g. CONTRACTOR shall develop a Housing Plan that must be reviewed and updated with client, at minimum, quarterly.

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- h. Outcome measures for these services shall include increased number of clients maintaining stable housing, and improved access to healthcare and other supportive services among clients.
 - C. Quality Management (QM) Activities
- 1. CONTRACTOR shall participate in QM activities including, but not limited to, participation on the QM Committee, QM trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectvies.
- D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

- A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.
- B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days of any staff vacancies that occur during the term of this Agreement.
- C. STAFFING LEVELS CONTRACTOR shall, at minimum, provide the following staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week per period.

ADMINISTRATIVE STAFF

Director of Finance and Operations	0.030
Senior Accountant	0.030
Staff Accountant	0.030
Accounting Clerk	0.030
Data Manager	0.030
Executive Assistant	0.005
Executive Director	0.005
SUBTOTAL	0.160

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DIRECT CARE STAFF	
Sr. Director of Programs	0.051
Director Housing and	0.101
Benefits	0.101
Housing Case Manager	<u>1.100</u>
— Eligibility Screener	<u>0.000</u>
SUBTOTAL	1.252
TOTAL FTEs	1.412

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

VII. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

- A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established by ADMINISTRATOR.
- B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Agreement are given information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.
- C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Client Grievance Review and Resolution Policy Paragraph of this Exhibit A to the Agreement.

VIII. UNITS OF SERVICE

A. HPP – CONTRACTOR shall, at a minimum, provide the following units of service per period:

HPP Bed DaysPayments

HPP Unduplicated Clients

24,0002,550

200450

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

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EXHIBIT A

X:\CONTRACTS - 2019 \2019 \2020\PH\\ASF15 HIV HOUSING HPP FY 19 \20 JC.DOC AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS_

ASF15PHKK20 MA 042-17010845

EXHIBIT B

TO AGREEMENT FOR PROVISION OF HIV HOUSING PLUS PROJECT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY

<u>DBA</u>dba RADIANT HEALTH CENTERS

APRIL 01, 20202019 THROUGH MARCH 31, 20212020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

- 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.
- 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.
- 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
- 4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
- 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
- 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the

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EXHIBIT B

terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

- 1. "<u>Administrative Safeguards</u>" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
 - a. Breach excludes:
- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retains such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "<u>Data Aggregation</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "<u>Designated Record Set</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

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- 5. "<u>Disclosure</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 6. "<u>Health Care Operations</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 7. "<u>Individual</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 8. "<u>Physical Safeguards</u>" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 9. "<u>The HIPAA Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
- 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 14. "<u>The HIPAA Security Rule</u>" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 16. "<u>Technical safeguards</u>" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 17. "<u>Unsecured PHI</u>" or "<u>PHI that is unsecured</u>" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
- 18. "<u>Use</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

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- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

EXHIBIT B

concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Paragraphs E, below;
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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EXHIBIT B

- 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.
- 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

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2. Technical Security Controls

- a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.
- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

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containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

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that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

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EXHIBIT B

- 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

EXHIBIT B

1

requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

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

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EXHIBIT B

36

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

I. OBLIGATIONS OF COUNTY

- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.
- 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

- 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
- a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
- b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
- a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
 - b. CONTRACTOR shall retain no copies of the PHI.
- c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

14 of 15

EXHIBIT B

1 1] 3.	The	obligation	s of this	Business	Associate	Contract	shall	survive	the	termination	of	the
	Agreement.		C										
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EXHIBIT C

TO AGREEMENT FOR PROVISION OF HIV HOUSING PLUS PROJECT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AIDS SERVICES FOUNDATION ORANGE COUNTY
DBA RADIANT HEALTH CENTERS

APRIL 01, <u>2020</u>2019 THROUGH MARCH 31, <u>2021</u>2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

- 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- 2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- 3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.
- 5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.
- 6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

1 of 4

EXHIBIT C

- 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).
- 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF AGREEMENT

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

CONTRACTOR agrees:

- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

2 of 4

EXHIBIT C

<u>37</u>

- 1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.
- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

EXHIBIT C

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI 1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit 2 B to the Agreement. <u>3</u> i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an 4 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for <u>5</u> carrying out the requirements of this Personal Information Privacy and Security Contract and for <u>6</u> 7 communicating on security matters with the COUNTY. 8 9 10 11 <u>12</u> <u>13</u> <u>14</u> <u>15</u> 16 <u>17</u> <u>18</u> 19 20 <u>21</u> 22 23 24 <u>25</u> 26 27 28 29 30 <u>31</u> <u>32</u> <u>33</u> <u>34</u> <u>35</u> <u>36</u> <u>37</u>

4 of 4 X:\CONTRACTS - 2019 \2019 - 2020\PH\ASF15 HIV HOUSING HPP-FY 19-20 JC.DOC AIDS SERVICE FOUNDATION ORANGE COUNTY RADIANT HEALTH CENTERS_

EXHIBIT C

ASF15PHKK20
MA 042-17010845

Contract Summary Form

AIDS Services Foundation Orange County – HIV HPP Services dba RADIANT HEALTH CENTERS

SUMMARY OF SIGNIFICANT CHANGES

1. Costs: \$732,532. Page 4.

2. Term: April 01, 2020 through March 31, 2021. Page 4.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

TOTAL COSTS

1. SHORT-TERM HOUSING PLUS PROJECT PAYMENTS

ADMINISTRATIVE COST Salaries \$ 10,642 **Benefits** 2,768 **Operating Expenses** Services and Supplies 2,305 **SUBTOTAL** \$ 15,715 **DIRECT CARE COST Salaries** \$ 57,021 **Benefits** 14,826 **Operating Expenses Housing Plus Project Payments** 644,970 **SUBTOTAL** \$ 716,817

HCA ASR 19-001190 Page 1 of 1

\$ 732,532

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001400

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2

SUBMITTING AGENCY/DEPARTMENT: OC Community Resources (Approved)

DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2488

Sherry Toth (714) 566-3033

SUBJECT: Accept Donation from the Friends of the Fountain Valley Library

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: Yes Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: \$14,370

Funding Source: Other: 100% (Friends of the County Audit in last 3 years: No

Library Donation)

Prior Board Action: 3/3/2015 #9

RECOMMENDED ACTION(S):

Authorize OC Public Libraries to accept a donation from the Friends of the Fountain Valley Library in the amount of \$14,370 for the purchase of furnishings including, computer tables, chairs and lounge furniture for the Fountain Valley Library.

SUMMARY:

Authorization to accept the donation from the Friends of the Fountain Valley Library will allow OC Public Libraries to purchase new furnishings including, computer tables, chairs, as well as lounge furniture, for use at the Fountain Valley Library.

BACKGROUND INFORMATION:

The Friends of the Fountain Valley Library (FOL) operates a bookstore, holds fundraisers and solicits donations to provide funding in support of the Fountain Valley Library. The donation from the FOL will be used to purchase furnishings for the Library including new computer tables, chairs and lounge furniture.

On March 3, 2015, the Board of Supervisors authorized OC Public Libraries to accept a donation from the FOL for new furnishings throughout the library. The project was managed by OC Public Libraries staff and completed in 2015.

FINANCIAL IMPACT:

Revenue for this donation will be absorbed in the Budget Control 120 FY 2019-20 Budget.

STAFFING IMPACT:

N/A

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001310

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 1

SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Approved) **DEPARTMENT CONTACT PERSON(S):** Khalid Bazmi (714) 667-3213

Kevin Hills (714) 967-0824

SUBJECT: Approve Acceptance of Additional Right of Way for Bolsa Avenue

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 5/24/1927

RECOMMENDED ACTION(S):

- 1. Find that the project is categorically exempt from CEQA, Class 5 (Minor Alterations in land use limitations) pursuant to CEQA Guidelines, Section 15305.
- 2. Authorize the Board of Supervisors to accept the Easement Deed from Thomas Nguyen and Andrew K. Nguyen for Additional Right-of-Way for Bolsa Avenue.
- 3. Direct the Clerk of the Board to return the signed original easement deed to the County Surveyor at OC Public Works to be recorded in the office of the OC Clerk-Recorder.

SUMMARY:

Acceptance of the additional right-of-way for Bolsa Avenue will allow the County of Orange to construct ultimate planned width street improvements to enhance public safety consistent with the Master Plan of Arterial Highways.

BACKGROUND INFORMATION:

Bolsa Avenue right-of-way was dedicated on the map of Tract No. 630 and approved by the Board of Supervisors (Board) on May 24, 1927.

Conditions of Approval of the property owners' use permit require dedication to the County of Orange of ultimate half-width road right-of-way for Bolsa Avenue. The attached Easement Deed has been executed by the owners in fulfillment of this condition and the OC Public Works Director recommends acceptance of the easement.

OC Public Works is requesting the Board accept the Easement Deed from Thomas Nguyen and Andrew K. Nguyen.

General Plan Conformity:

The proposed road easement acceptance is in conformance with the County of Orange General Plan.

Hazardous Materials Assessment:

A Hazardous Materials Assessment was completed on December 3, 2019, and recommended that the property acquisition proceed.

Compliance with CEQA: The project is categorically exempt pursuant to Section 15305 (Class 5) of the CEQA Guidelines, because it involves minor alterations in land use limitations in an area with an average slope of less than 20 percent and does not result in a change in land use or density.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

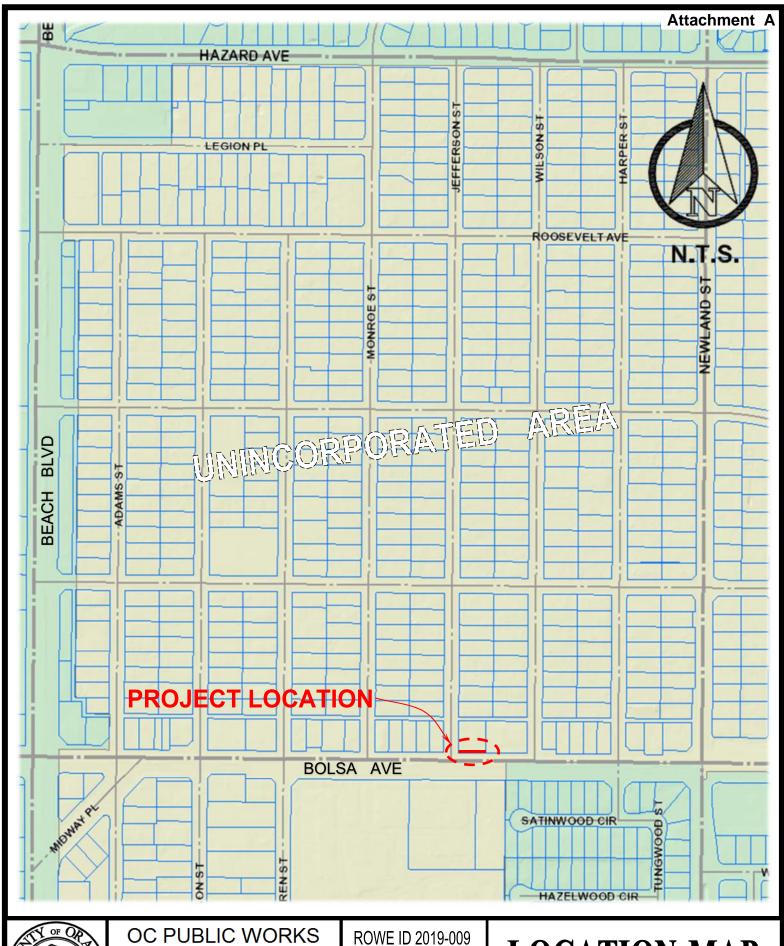
N/A

ATTACHMENT(S):

Attachment A - Location Map

Attachment B - Easement Deed

Attachment C - Acquisition Questionnaire





OC PUBLIC WORKS **OC SURVEY**

RIGHT-OF-WAY SERVICES

SCALE: N.T.S.

LOCATION MAP

PROJECT: STREET WIDENING - 8301 BOLSA AVENUE - Z1-139

Page 1 of 1

Recording requested by and when recorded, return to: OC Public Works Right of Way P.O. Box 4048 Santa Ana, CA 92702-4048

Exempt from recording fee per Govt. Code Code 27383 and from document transfer tax per Rev. & Taxation Code 11922.

Facility: Bolsa Avenue Facility No.: Z1 Parcel No.: 139 A.P. No.: 097-142-22 Location: Midway City

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Thomas Nguyen, a single man, and Andrew K. Nguyen, a married man as his sole and separate property, as joint tenants, hereinafter referred to as "GRANTOR",

do hereby Grant to the

COUNTY OF ORANGE, hereinafter referred to as "COUNTY",

a perpetual easement and right of way for street and highway purposes, in, on and over the real property in the County of Orange, State of California, described as:

See EXHIBIT A, attached and by reference made a part.

Nothing in this deed is intended nor shall anything in this deed be construed to transfer to COUNTY or its successors or assigns or to relieve GRANTOR or their successors or assigns or predecessors in title of any responsibility or liability GRANTOR or their successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, COUNTY may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous or toxic substances or materials upon, within, or under the real property interests transferred pursuant to this deed. Notwithstanding the foregoing, COUNTY shall be and remain liable for any hazardous or toxic substances or materials which become located, because of COUNTY's operations, upon, within, or under the real property interests transferred pursuant to this deed.

Dated: 10/26/19 Thomas Nguyen	
Andrew K. Nguyen	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed he document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California) County of Orange)	
on 10-26-, 2019, before me, The work of the Nawy Public, personally appeared the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	4
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal. Signature: Notary Public (SEAL) Notary Public County Cou	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Orange, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of Orange, and the County of Orange consents to recordation thereof by its duly authorized officer.

Dated:	By: Chairwoman of the Board of Supervisors County of Orange, California				
APPROVED AS TO FORM County Counsel	SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535 Attest:				
By: June (Trumer Deputy Date: 10-11-19	Robin Stieler Clerk of the Board Orange County, California				

Page 1 of 2

EXHIBIT "A" RIGHT-OF-WAY DEDICATION APN: 097-142-22

LEGAL DESCRIPTION

PARCEL Z1-139

THE PORTION OF LOT 20 AND LOT 21, BLOCK 10, TRACT 635 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS MAP RECORDED IN BOOK 27, PAGE 15 OF MISCELLANEOUS MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21 AS SHOWN ON THE TRACT 635 RECORDED IN BOOK 27, PAGE 15 OF MISCELLANEOUS MAPS IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY:

THENCE NORTH 00°32'57" WEST, 15.00 FEET ALONG WESTERLY LINE OF SAID LOT 21, BLOCK 10, TRACT 635;

THENCE NORTH 89°28'30" EAST, 108.00 FEET, ALONG A LINE 15.00 FEET NORTHERLY AND PARALLEL WITH SOUTHERLY LINE OF SAID LOT 20 AND LOT 21, BLOCK 10, TRACT 635 TO EASTERLY LINE OF SAID LOT 20.

THENCE SOUTHERLY, 15.00 FEET ALONG EASTERLY LINE OF SAID LOT 20, BLOCK 10. TRACT 635 TO THE SOUTHERLY LINE OF SAID LOT 20 AND LOT 21, BLOCK 10, 10, TRACT 635:

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 20 AND LOT 21, BLOCK 10, TRACT 635, SOUTH 89°28'30" WEST, 108.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINNING APPROXIMATELY 1,620 SQUARE FEET.

THIS DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION

No. 33819

Exp. 6-30-20

DUC PHAM, P.E.

Date

10/8/19

R.C.E. No. 33819, Expires: 6/30/2020

C.N. ENGINEERS

Address: 53 Prairie Falcon

Aliso Viejo, CA 92656

Tel:

(949) 302-2901

cachnguyen@ymail.com Email:

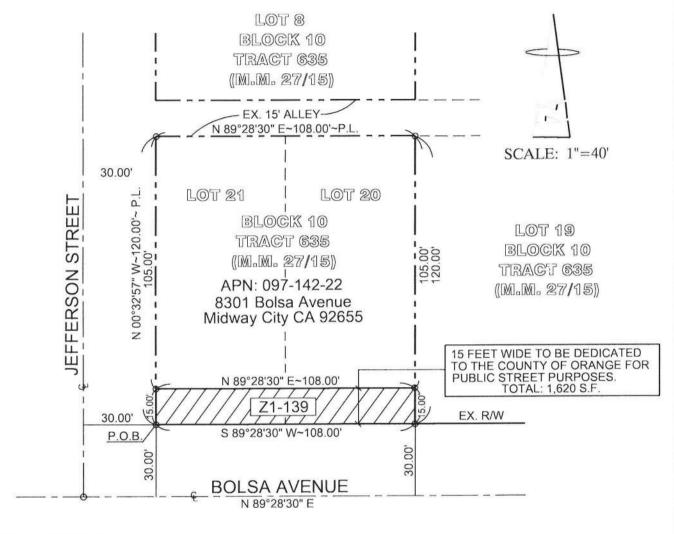
Page 2 of 2

EXHIBIT "B"

RIGHT-OF-WAY DEDICATION

APN: 097-142-22

PLOT PLAN



PROFESSIONAL

No. 33819 Exp. 6-30-20

970

BASIS OF BEARINGS:

THE CENTERLINE OF BOLSA AVENUE BEING N 89° 28' 30" E IN TRACT 635 (M.M. 27/15) IS USED FOR BASIS OF BEARING

THIS PLAN HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION

10/8/19

DUC PHAM, P.E.

R.C.E. No. 33819, Expires: 6/30/2020

C.N. ENGINEERS

Address: 53 Prairie Falcon

Aliso Viejo, CA 92656

Tel:

(949) 302-2901

Email: cachnguyen@ymail.com

Real Property <u>Acquisition</u> Questionnaire* for ASR

(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.
- 1. What property interest is being considered for acquisition (fee, lease, license, easement)?
 - a) Why is this property being considered for acquisition?

The proposed easement acquisition will bring County's Bolsa Avenue right of way for this section of the road up to ultimate planned width.

b) How and who identified this property for a potential acquisition?

OC Public Works Development Services staff and County Traffic Engineer identified the need for ultimate width road right of way at this location when reviewing the owner's application for an auto body repair and paint shop use permit.

c) What factors are key in recommending this property for acquisition?

The real property rights proposed for acceptance are needed for eventual construction of Bolsa Avenue ultimate width public street improvements.

- d) How does the proposed acquisition fit into the County's/District's strategic or general plan?
- e) What are the short and long term anticipated uses of the property? Public arterial highway.
- f) Are there any limitations on the use of the property for its intended purposes? No.
- 2. What analysis has been performed as to whether to acquire the proposed real property interest? None
 - a) Have there been any internally or externally prepared reports regarding this property acquisition? No
 - b) Who performed the analysis?
 - c) Provide details about the analysis and cost/benefit comparison.
- 3. How was the acquisition price, or lease/license rent, determined? Dedication is condition of use permit. No compensation.
 - a) Who performed the appraisal or market study and what certifications do they possess?
 - b) How does the price/rent compare with comparable properties?
 - c) Does the setting of the price/rent follow industry standards and best practices?
 - d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District ifapplicable.
- 4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? Approval for eventual ultimate width Bolsa Avenue improvements and costs will be addressed separately for a larger section of the street some time in the future.
 - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements?
 - b) Include estimates of the costs.
 - c) What department will be responsible for the costs?
- 5. Can the County terminate the purchase/easement, lease/license? Yes.
 - a) What would be necessary to terminate the agreement, and when can it be terminated? Refuse to accept the easement deed.
 - b) Are there penalties to terminate the purchase/easement, or lease/license? Eventual ultimate improvement of Bolsa Avenue would require acquisition of the right of way by other means.

- 6. What department will be responsible for the acquisition payments? N/A
 - a) Are the acquisition costs budgeted in the department's budget?
 - b) What fund number will the funds for the acquisition ultimately be drawnfrom?
 - c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
 - d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds?
- 7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes.
 - a) List any modified clauses and reasons for modification.
- 8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? N/A

<u>Capital Lease Determination</u>: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to the County by the end of the term.
- ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*
 - *Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com.

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001442

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 3, 4

SUBMITTING AGENCY/DEPARTMENT: Clerk of the Board (Approved)
DEPARTMENT CONTACT PERSON(S): Valerie Sanchez (714) 834-2206

Sonia Acuna (714) 834-2206

SUBJECT: Amend Placentia-Yorba Linda Unified School District Designated Filer Exhibits

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 12/04/2018 #16

RECOMMENDED ACTION(S):

Approve the proposed amendments to the Conflict of Interest Code Designated Filer Exhibits for Placentia-Yorba Linda Unified School District.

SUMMARY:

Approval of the proposed Designated Filer amendments to the Conflict of Interest Code Exhibits for Placentia-Yorba Linda Unified School District will ensure County compliance with Fair Political Practices Commission regulations.

BACKGROUND INFORMATION:

The Board of Supervisors (Board) is the code reviewing body for Placentia-Yorba Linda Unified School District's Conflict of Interest Code (Code). This local agency has adopted the state's Model Code pursuant to your policy and is now requesting formal action to amend the positions designated in the agency's exhibits. These positions make or participate in the making of governmental decisions that may foreseeably have a material effect on a financial interest. As the code reviewing body for Placentia-Yorba Linda Unified School District, the Board must (1) approve the proposed amendment to the Code, (2) revise and approve the revised amendment to the Code or (3) return the amendment for revision and

resubmittal within 60 days. The proposed amendment has been formally requested by Placentia-Yorba Linda Unified School District. A copy of the proposed Designated Filer Exhibits showing the proposed changes and the final version are attached.

The Board approved the previous Code amendment on December 4, 2018.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Redline Positions Exhibit A & B

Attachment B – Final Positions Exhibit A & B

Attachment C – Declaration



Attachment A

Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Position	Disclosure Category	Files With	Status	
Activities Director	OC-02	Agency	Unchanged	
Administrator, Educational Services	OC-02	Agency	Unchanged	
Administrator, Risk Management	OC-02	Agency	Unchanged	
Administrator, Special Education	OC-02	Agency	Unchanged	
Administrator, Student Services	OC-02	Agency	Unchanged	
Assistant Director, Fiscal Services	OC-01	Agency	Unchanged	
Assistant Director, Maintenance, Facilities & Construction	OC-02	Agency	Unchanged	
Assistant Director, Technology	OC-02	Agency	Unchanged	
Assistant Superintendent	OC-01	COB	Unchanged	
Athletic Director	OC-02	Agency	Unchanged	
Buyer, Purchasing	OC-05	Agency	Unchanged	
Consultant	OC-30	Agency	Unchanged	
Coordinator	OC-02	Agency	Unchanged	
Deputy Superintendent	OC-01	COB	Unchanged	
Director, Business Services	OC-01	Agency	Unchanged	
Director, Educational Services	OC-01	Agency	Unchanged	
Director, Expanded Learning	OC-01	Agency	Unchanged	
Director, Fiscal Services	OC-01	Agency	Unchanged	
Director, Human Resources	OC-11	Agency	Unchanged	
Director, Maintenance and Facilities	OC-01	Agency	Added	
Reason: New position for promotion	1			
Director, Nutrition Services	OC-02	Agency	Unchanged	
Director, Purchasing	OC-01	Agency	Unchanged	
Director, Special Education, SELPA, and Wellness	OC-01	Agency	Unchanged	
Director, State Preschool Program	OC-01	Agency	Unchanged	
Director, Technology	OC-08	Agency	Unchanged	
Director, Theatre and Facilities	OC-02	Agency	Added	
Reason: Newly created position for promotion				
Director, Transportation	OC-02	Agency	Unchanged	
Elementary Principal	OC-01	Agency	Unchanged	
Executive Director, Instructional Support	OC-01	Agency	Unchanged	



Attachment A

Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Position	Disclosure Category	Files With	Status
Executive Director, Maintenance, Facilities, & Construction	OC-01	Agency	Unchanged
Executive Director, Special Education/SELPA	OC-01	Agency	Added
Reason: Newly created position for promotion			•
Lead School Nurse	OC-02	Agency	Unchanged
Legal Counsel	OC-01	COB	Unchanged
Member of the Board of Education	OC-01	COB	Unchanged
Secondary Principal	OC-01	Agency	Unchanged
Superintendent	OC-01	COB	Unchanged
Supervisor, Child Care	OC-01	Agency	Unchanged
Supervisor, Construction	OC-02	Agency	Unchanged
Supervisor, Custodial	OC-02	Agency	Unchanged
Supervisor, Grounds	OC-02	Agency	Unchanged
Supervisor, Maintenance	OC-02	Agency	Unchanged
Supervisor, Nutrition Services	OC-02	Agency	Unchanged
Supervisor, Payroll	OC-11	Agency	Unchanged
Supervisor, Print Shop/Warehouse	OC-02	Agency	Unchanged
Supervisor, Pupil Transportation	OC-02	Agency	Unchanged
Supervisor, Theatre and Facilities	OC-02	Agency	Unchanged

Total: 46



Attachment A

Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-05	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.	Unchanged
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.	Unchanged
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 6



Attachment B Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Position	Disclosure Category	Files With
Activities Director	OC-02	Agency
Administrator, Educational Services	OC-02	Agency
Administrator, Risk Management	OC-02	Agency
Administrator, Special Education	OC-02	Agency
Administrator, Student Services	OC-02	Agency
Assistant Director, Fiscal Services	OC-01	Agency
Assistant Director, Maintenance, Facilities & Construction	OC-02	Agency
Assistant Director, Technology	OC-02	Agency
Assistant Superintendent	OC-01	COB
Athletic Director	OC-02	Agency
Buyer, Purchasing	OC-05	Agency
Consultant	OC-30	Agency
Coordinator	OC-02	Agency
Deputy Superintendent	OC-01	COB
Director, Business Services	OC-01	Agency
Director, Educational Services	OC-01	Agency
Director, Expanded Learning	OC-01	Agency
Director, Fiscal Services	OC-01	Agency
Director, Human Resources	OC-11	Agency
Director, Maintenance and Facilities	OC-01	Agency
Director, Nutrition Services	OC-02	Agency
Director, Purchasing	OC-01	Agency
Director, Special Education, SELPA, and Wellness	OC-01	Agency
Director, State Preschool Program	OC-01	Agency
Director, Technology	OC-08	Agency
Director, Theatre and Facilities	OC-02	Agency
Director, Transportation	OC-02	Agency
Elementary Principal	OC-01	Agency
Executive Director, Instructional Support	OC-01	Agency
Executive Director, Maintenance, Facilities, & Construction	OC-01	Agency
Executive Director, Special Education/SELPA	OC-01	Agency



Attachment B Conflict of Interest Code

EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Position	Disclosure Category	Files With
Lead School Nurse	OC-02	Agency
Legal Counsel	OC-01	COB
Member of the Board of Education	OC-01	COB
Secondary Principal	OC-01	Agency
Superintendent	OC-01	COB
Supervisor, Child Care	OC-01	Agency
Supervisor, Construction	OC-02	Agency
Supervisor, Custodial	OC-02	Agency
Supervisor, Grounds	OC-02	Agency
Supervisor, Maintenance	OC-02	Agency
Supervisor, Nutrition Services	OC-02	Agency
Supervisor, Payroll	OC-11	Agency
Supervisor, Print Shop/Warehouse	OC-02	Agency
Supervisor, Pupil Transportation	OC-02	Agency
Supervisor, Theatre and Facilities	OC-02	Agency

Total: 46



Attachment B

Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Placentia-Yorba Linda Unified School District

Disclosure Category	Disclosure Description	
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	
OC-05	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.	
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.	
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.	
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	

Grand Total: 6

Attachment C

Declaration for Non-County Local Agencies

I have been designated as the appropriate official to submit this agency's proposed conflict of interest code or code amendment.

I certify that this agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions, and that the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. I further certify that the code includes all other provisions required by Government Code section 87302.

I certify that the proposed code or code amendment has been reviewed and approved by the agency's governing body and its highest official (chief executive officer, general manager, superintendent, chair, etc.).

Date

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001443

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: Clerk of the Board (Approved)
DEPARTMENT CONTACT PERSON(S): Valerie Sanchez (714) 834-2206

Sonia Acuna (714) 834-2206

SUBJECT: Amend Capistrano Unified School District Designated Filer Exhibits

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionConsent Calendar3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 09/10/2019 #7

RECOMMENDED ACTION(S):

Approve the proposed amendments to the Conflict of Interest Code Designated Filer Exhibits for Capistrano Unified School District.

SUMMARY:

Approval of the proposed Designated Filer amendments to the Conflict of Interest Code Exhibits for Capistrano Unified School District will ensure County compliance with Fair Political Practices Commission regulations.

BACKGROUND INFORMATION:

The Board of Supervisors (Board) is the code reviewing body for Capistrano Unified School District's Conflict of Interest Code (Code). This local agency has adopted the state's Model Code pursuant to your policy and is now requesting formal action to amend the positions designated in the agency's exhibits. These positions make or participate in the making of governmental decisions that may foreseeably have a material effect on a financial interest. As the code reviewing body for Capistrano Unified School District, the Board must (1) approve the proposed amendment to the Code, (2) revise and approve the revised amendment to the Code or (3) return the amendment for revision and resubmittal within 60 days. The

proposed amendment has been formally requested by Capistrano Unified School District. A copy of the proposed Designated Filer Exhibits showing the proposed changes and the final version are attached.

The Board approved the previous Code amendment on September 10, 2019.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Redline Positions Exhibit A & B

Attachment B – Final Positions Exhibit A & B

Attachment C – Declaration



Attachment A **Conflict of Interest Code**

EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Position	Disclosure Category	Files With	Status
Assistant Principal, Elementary	OC-01	COB	Unchanged
Assistant Principal, High School	OC-01	COB	Unchanged
Assistant Principal, Middle School	OC-01	COB	Unchanged
Assistant Superintendent, Curriculum & Instruction 6-12/K8	OC-01	COB	Unchanged
Assistant Superintendent, Curriculum & Instruction Pre K-5	OC-01	COB	Unchanged
Assistant Superintendent, Elementary	OC-01	COB	Added
Reason: Created new position			
Assistant Superintendent, Fiscal Services	OC-01	COB	Unchanged
Assistant Superintendent, Human Resource Services, 6-12/K8	OC-01	COB	Unchanged
Assistant Superintendent, Human Resource Services, Pre-5	OC-01	COB	Unchanged
Assistant Superintendent, SELPA/Special Ed Services	OC-01	COB	Unchanged
Associate Superintendent, Education Services	OC-01	COB	Unchanged
Associate Superintendent, Human Resource Services	OC-01	COB	Unchanged
Associate Superintendent, SELPA, Special Education Services	OC-01	COB	Unchanged
Attorney	OC-01	COB	Unchanged
Board Member	OC-01	COB	Unchanged
Chief Communications Officer	OC-01	COB	Unchanged
Chief Facilities Officer	OC-01	COB	Unchanged
Chief Technology Officer	OC-01	COB	Unchanged
Deputy Superintendent, Business and Support Services	OC-01	COB	Unchanged
Director I, Fiscal Services	OC-01	COB	Unchanged
Director I, Information Systems	OC-01	COB	Unchanged
Director I, Maintenance & Operations	OC-01	COB	Unchanged
Director I, Performing Arts Centers and Facilities	OC-01	COB	Unchanged
Director I, Related Services	OC-01	COB	Unchanged
Director II, Assessment, Research & Accountability	OC-01	COB	Unchanged
Director II, Early Childhood Programs	OC-01	COB	Unchanged
Director II, Educational Technology	OC-01	COB	Unchanged
Director II, Food & Nutrition Services	OC-01	COB	Unchanged
Director II, Student Achievement	OC-01	COB	Unchanged
Director II, Student Achievement, Secondary	OC-01	COB	Unchanged



Attachment A Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Position	Disclosure Category	Files With	Status
Director II, Student Support Program TK-12 Language	OC-01	COB	Unchanged
Director II, Technical Services	OC-01	COB	Unchanged
Director II, Transportation	OC-01	COB	Unchanged
Executive Director, Alt.Dispute Resolution/Compliance	OC-01	COB	Unchanged
Executive Director, Career Technical Education	OC-01	COB	Unchanged
Executive Director, Construction, Maintenance and Operations	OC-01	COB	Unchanged
Executive Director, Contracts/Purchasing	OC-01	COB	Unchanged
Executive Director, Districtwide Professional Development	OC-01	COB	Unchanged
Executive Director, Elementary Education	OC-01	COB	Unchanged
Executive Director, Fiscal Services	OC-01	COB	Unchanged
Executive Director, HR Services/Employee Engagement	OC-01	COB	Unchanged
Executive Director, Informal Dispute Resolution/Compliance	OC-01	COB	Unchanged
Executive Director, Integrated Support Services	OC-01	COB	Unchanged
Executive Director, Safety & Student Services	OC-01	COB	Unchanged
Executive Director, Secondary Education	OC-01	COB	Unchanged
Executive Director, Special Ed. Programs and Instruction	OC-01	COB	Unchanged
Executive Director, State & Federal Programs	OC-01	COB	Unchanged
High School Activities Director	OC-01	COB	Unchanged
High School Athletic Director	OC-01	COB	Unchanged
Principal K-8/Capistrano Home/Virtual School	OC-01	COB	Unchanged
Principal, Continuation High School	OC-01	COB	Unchanged
Principal, Elementary	OC-01	COB	Unchanged
Principal, High School	OC-01	COB	Unchanged
Principal, High School Online & Alternative Education	OC-01	COB	Unchanged
Principal, K-8	OC-01	COB	Unchanged
Principal, Middle School	OC-01	COB	Unchanged
Principal, Transition Programs	OC-01	COB	Unchanged
Superintendent	OC-01	COB	Unchanged

Total: 58



Attachment A Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged

Grand Total: 1



Attachment B Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Position	Disclosure Category	Files With
Assistant Principal, Elementary	OC-01	COB
Assistant Principal, High School	OC-01	COB
Assistant Principal, Middle School	OC-01	COB
Assistant Superintendent, Curriculum & Instruction 6-12/K8	OC-01	COB
Assistant Superintendent, Curriculum & Instruction Pre K-5	OC-01	COB
Assistant Superintendent, Elementary	OC-01	COB
Assistant Superintendent, Fiscal Services	OC-01	COB
Assistant Superintendent, Human Resource Services, 6-12/K8	OC-01	COB
Assistant Superintendent, Human Resource Services, Pre-5	OC-01	COB
Assistant Superintendent, SELPA/Special Ed Services	OC-01	COB
Associate Superintendent, Education Services	OC-01	COB
Associate Superintendent, Human Resource Services	OC-01	COB
Associate Superintendent, SELPA, Special Education Services	OC-01	COB
Attorney	OC-01	COB
Board Member	OC-01	COB
Chief Communications Officer	OC-01	COB
Chief Facilities Officer	OC-01	COB
Chief Technology Officer	OC-01	COB
Deputy Superintendent, Business and Support Services	OC-01	COB
Director I, Fiscal Services	OC-01	COB
Director I, Information Systems	OC-01	COB
Director I, Maintenance & Operations	OC-01	COB
Director I, Performing Arts Centers and Facilities	OC-01	COB
Director I, Related Services	OC-01	COB
Director II, Assessment, Research & Accountability	OC-01	COB
Director II, Early Childhood Programs	OC-01	COB
Director II, Educational Technology	OC-01	COB
Director II, Food & Nutrition Services	OC-01	COB
Director II, Student Achievement	OC-01	COB
Director II, Student Achievement, Secondary	OC-01	COB
Director II, Student Support Program TK-12 Language	OC-01	COB



Attachment B Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Position	Disclosure Category	Files With
Director II, Technical Services	OC-01	COB
Director II, Transportation	OC-01	COB
Executive Director, Alt.Dispute Resolution/Compliance	OC-01	COB
Executive Director, Career Technical Education	OC-01	COB
Executive Director, Construction, Maintenance and Operations	OC-01	COB
Executive Director, Contracts/Purchasing	OC-01	COB
Executive Director, Districtwide Professional Development	OC-01	COB
Executive Director, Elementary Education	OC-01	COB
Executive Director, Fiscal Services	OC-01	COB
Executive Director, HR Services/Employee Engagement	OC-01	COB
Executive Director, Informal Dispute Resolution/Compliance	OC-01	COB
Executive Director, Integrated Support Services	OC-01	COB
Executive Director, Safety & Student Services	OC-01	COB
Executive Director, Secondary Education	OC-01	COB
Executive Director, Special Ed. Programs and Instruction	OC-01	COB
Executive Director, State & Federal Programs	OC-01	COB
High School Activities Director	OC-01	COB
High School Athletic Director	OC-01	COB
Principal K-8/Capistrano Home/Virtual School	OC-01	COB
Principal, Continuation High School	OC-01	COB
Principal, Elementary	OC-01	COB
Principal, High School	OC-01	COB
Principal, High School Online & Alternative Education	OC-01	COB
Principal, K-8	OC-01	COB
Principal, Middle School	OC-01	COB
Principal, Transition Programs	OC-01	COB
Superintendent	OC-01	COB

Total: 58



Attachment B Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Capistrano Unified School District

Disclosure Category	Disclosure Description	
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	

Grand Total: 1

Attachment C

Declaration for Non-County Local Agencies

I have been designated as the appropriate official to submit this agency's proposed conflict of interest code or code amendment.

I certify that this agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions, and that the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. I further certify that the code includes all other provisions required by Government Code section 87302.

I certify that the proposed code or code amendment has been reviewed and approved by the agency's governing body and its highest official (chief executive officer, general manager, superintendent, chair, etc.).

I declare that the above is true and correct.

Signature

Title

Agency

Date

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-000753

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner (Approved) **DEPARTMENT CONTACT PERSON(S):** Jon Briggs (714) 647-1806

Andy Stephens (714) 538-2712

SUBJECT: Approve Prado Family Shooting Range Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	Approved Agreement to Form	Discussion
		3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$10,255 Annual Cost: FY 2020-21

\$24,150

FY 2021-22 \$13,895

Staffing Impact: No # of Positions: Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Proposition 172) County Audit in last 3 years: No

Prior Board Action: 12/18/2018 #17

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or authorized Deputy to execute sole source contract with Prado Family Shooting Range for the use of outdoor range for firearms training, effective for a two-year period upon Board of Supervisors approval and the execution of all necessary signatures, in the annual not to exceed amount of \$48,300, renewable for one additional two-year period and one additional one-year period.

SUMMARY:

Approval of the sole source contract with Prado Family Shooting Range will allow Sheriff-Coroner Department to contract for the use of an outdoor range to conduct safety officer firearms training.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) requires a private, outdoor gun range to conduct tactical and advanced firearms training for its safety officers. Safety officers need to develop and train the physical and mental skills necessary for responding to dangerous and threatening situations. During training, safety officers simulate reality-based encounters and scenarios that test their ability to make critical decisions under stressful conditions, both indoors and outdoors.

Prado Family Shooting Range is the only outdoor facility near Orange County that meets all of Sheriff's firearms training needs. Located within the Prado Regional Park in Chino, the park's outdoor gun range and classroom facilities are within easy commute and are accessible all week for training. The outdoor facility offers multiple turning and lateral moving target systems that are unavailable at indoor ranges. Further, the outdoor range has multiple shooting bays that accommodate high-powered rifles, shotguns and pistols. Since the range is secluded from the public, officers can also safely clean and maintain their weapons in isolation and under instructor supervision. The proposed contract is a sole source contract and a completed Sole Source Request Form is attached (Attachment C).

The following table details the recent contract history with Prado Family Shooting Range for the use of outdoor range for firearms training.

Board of Supervisors (Board) Approved n/a	Amendment Number or Contract Contract	Contract Term 1/31/15 -1/30/16	Contract Amount \$15,500	Comments New contract
n/a	1	1/31/16 -1/30/17	\$15,500	Renewed contract
n/a	2	1/31/17 -1/30/18	\$15,500	Renewed contract
n/a	3	1/31/18 -1/30/19	\$15,500	Renewed contract
12/18/18	1, 2, 3, 4	1/31/19 - 1/30/20	\$20,150	Renewed contract, increased scope of work and increased annual contract amount by \$4,650

The original contract and subsequent amendments were approved administratively by the Purchasing Agent based on the delegated authority granted by the Board of Supervisors (Board) as reflected in the County's Contract Policy Manual (CPM), Section 3.1. However, upon review, this contract has a lease component that categorizes this contract as a service contract instead of a commodities contract. Therefore, according to the County's CPM, Section 3.3 for service contracts, Amendment Number One, Two and Three required Board approval.

Although Sheriff has used Prado's facilities for many years, for this new contract Prado requested Sheriff to waive Commercial General Liability primary and non-contributor endorsement, Workers' Compensation and Employer's Liability insurance and add Prado as an additional insured. CEO/Risk Management has reviewed these terms and determined that the modified insurance and mutual indemnity are appropriate as Sheriff is using Prado's facility. A Risk Assessment or Modification of Insurance Terms Form is attached (Attachment D).

Sheriff requests Board approval of the sole source contract with Prado Family Shooting Range, effective for a two-year period upon Board approval and the execution of all necessary signatures, in the annual not to exceed amount of \$48,300, as noted in the Recommended Action. This contract does not currently include subcontractors or pass through to other providers. See Attachment E for the Contract Summary

Form. Sheriff has verified that there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from the California Environmental Quality Act pursuant to Section 15301 (Class1) of the CEQA Guidelines which provides for the exemption of leasing a public facility, involving no expansion of existing use on December 18, 2018 when it was originally approved.

FINANCIAL IMPACT:

Appropriations for this contract are included in the Sheriff-Coroner Department's FY 2019-20 Budget for Budget Control 060, and will be included in the budgeting process for future years. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-060-20010071

Attachment B - Redline Version of Previous Amendment

Attachment C - Sole Source Request Form

Attachment D - Risk Assessment or Modification of Insurance Terms Form

Attachment E - Contract Summary Form

Contract MA-060-20010071 with Prado Family Shooting Range for Use of Shooting Range Facility

This Contract MA-060-20010071 for Use of Shooting Range Facility (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as "County") and Prado Family Shooting Range, with a place of business at 17501 Pomona Rincon Rd., Chino, CA 91708-9287 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Use of Shooting Range Facility under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Use of Shooting Range Facility to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Use of Shooting Range Facility with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional

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terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment B, Payment and Compensation.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, , necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage and Certificate of Insurance, on deposit with the County during the entire term of this Contract.
 - 1) All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor is self- insured Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract agrees to all of the following: In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or

- suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contractor, the County may terminate this Contract.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence \$2,000,000 aggregate

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Required Coverage Forms

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the Contract.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and with COUNTY incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

Upon request, County shall provide a Certificate of Self-Insurance evidencing the following:

1) Commercial General Liability \$1,000,000 per occurrence \$2,000,000 aggregate
2) Auto Liability \$1,000,000 per occurrence

3) Workers' Compensation Statutory

4) Employers' Liability \$1,000,000 per occurrence

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be

limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Intentionally left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required

by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Mutual Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies with County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to: (a) the services, goods and or other performance provided by Contractor pursuant to this Contract; or (b) the negligence or willful misconduct of Contractor, its owners, employees, agents, invitees, licensees, or subcontractors during the performance of the services or provision of goods pursuant to this Contract.

County agrees to indemnify, defend and hold Contractor harmless from any claims, demands or liability for any property damage or injury to or death of Contractor's employees arising from the negligence or willful misconduct of County or County Indemnitees in connection with the County's or County Indemnitees' use of Contractor's Shooting Range Facilities pursuant to this Contract.

If judgement is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by,

the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

- 1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
- 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
- 3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) straight years and one (1) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
- 4. Adjustments Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 7. Conflict of Interest Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of

the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

- 8. Conflict of Interest County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 10. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 11. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 12. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for

providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 13. Data Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 14. Default Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 15. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract

or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 16. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

- 17. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- 18. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by

Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 20. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: **Prado Family Shooting Range**

> 17501 Pomona Rincon Rd. Chino, CA 91708-9287 Attn: Patty Carlson

Ph: 909-597-4794

Email: accounting@shootprado.com

Sheriff-Coroner Department/Training Division County:

> 1900 W. Katella Ave. Orange, CA 92867-3419 Attn: JoAnn Hoferitza Ph: 714-538-2233

Email: jhoferitza@ocsd.org

Assigned DPA: County of Orange

Sheriff-Coroner Department/Purchasing Services Unit

320 N. Flower Street, 2nd Floor

Santa Ana, CA 92703 Attn: Lorena Quirarte Ph: 714-834-4690

Email: lquirarte@ocsd.org

- 22. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 23. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 25. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- 26. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Remaining Page Intentionally Left Blank-

Signature Page

The Parties hereto have executed this Contract MA-060-20010071 for the Use of Shooting Range Facility on the dates shown opposite their respective signatures below

Contractor*: Prado Family Shooting Range
By: Caracon Title: President
Print Name: Chad Carlson Date: 13 30 19
Contractor*: Prado Family Shooting Range
Print Name: Patty Carbon Date: 12/30/19
*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.
County Of Orange
A political subdivision of the State of California
Sheriff-Coroner Department
By:Title:
Print Name:Date:
Approved by the Board of Supervisors:
Approved as to Form Office of the County Counsel Orange County, California By: Wendy APhillips

County of Orange Sheriff-Coroner Department M4-060-20010071 Use of Shooting Range Facility

Page 15 of 19 File No.: C021532

Revised 7/10/19

ATTACHMENT A

Scope of Work

- 1. Contractor shall provide the following to County:
 - Contractor shall provide shooting range for Orange County Sheriff's Department (OCSD) personnel to conduct handgun and rifle qualification training.
 - Contractor shall provide multiple outdoor shooting ranges, classrooms and additional shooting bays.
 - Range shall be available Monday through Friday, between 8:00 a.m. and 5:00 p.m. (Pacific Time)
 - Shooting Range shall accommodate up to twenty-five (25) students.
 - Contractor shall provide a designated shooting range to OCSD personnel only.
- 2. County Responsibilities:
 - OCSD shall provide instructors that have attended Patrol Rifle, Pistol and Active Shooter instructor schools.
- 3. Range Location:

Prado Family Shooting Range 17501 Pomona Rincon Rd. Chino, CA 91708

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Use of Shooting Range Facility as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Full Day Facility Usage Fee	1 Day	\$400.00
Half Day Facility Usage Fee	½ Day	\$300.00
Additional Shooting Bay Fee	1 Day	\$150.00
Classroom Fee	1 Day	\$100.00

^{*8} hours constitutes as one (1) day; 4 hours constitutes as ½ day

Contract shall not exceed \$48,300.00 for initial two (2) year term

- 3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

County of Orange Sheriff-Coroner Department MA-060-20010071 Use of Shooting Range Facility Page 17 of 19 File No.: C021532 Revised 7/10/19 Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. Payment Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - 1. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Training Division	Sheriff-Coroner Department/Homeland Security	
1900 W. Katella Ave.	550 N. Flower St.	
Orange, CA 92867-3419	Santa Ana, CA 92703	
Attn: JoAnn Hoferitza	Attn: Stephanie Beyer	

9. Payment (Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by

County of Orange Sheriff-Coroner Department MA-060-20010071 Use of Shooting Range Facility Page 18 of 19 File No.: C021532 Revised 7/10/19 County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

AMENDMENT NUMBER FOUR
TO
CONTRACT MA 060-15010201
BETWEEN THE
COUNTY OF ORANGE
AND
PRADO FAMILY SHOOTING RANGE

This AMENDMENT NUMBER FOUR to Contract number MA 060 15010201 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Prado Family Shooting Range (hereinafter "CONTRACTOR") with a place of business at 17501 Pomona Rincon Road, Chino, CA 91708, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Shooting Range Usage of
January 31, 2015 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of January 31, 2015 through an
including January 30, 2016, renewable for four (4) additional one (1) year terms; and
WHERE ACCOUNTS ACCOUNT ACTOR A

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on December 7, 2015, as Contract number MA 060 16011053 (hereinafter "AMENDMENT NUMBER ONE"), for a period of January 31, 2016 through and including January 30, 2017 with a not to exceed amount of \$15,500; (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on December 12, 2016, as Contract number MA 060 17011021, for a one (1) year term of January 31, 2017 through and including January 30, 2018 with a not to exceed amount of \$15,500; (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on January 16, 2018, as Contract number MA 060 18011162, for a one (1) year term of January 31, 2018 through and including January 30, 2019 with a not to exceed amount of \$15,500; (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to increase the ORIGINAL CONTRACT not to exceed amount by \$4,650 for a new not to exceed amount of \$20,150 on Contract number MA 060 18011162 for the period of January 31,2018 through and including January 30, 2019; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract number MA-060-19010166, for a one (1) year term of January 31, 2019 through and including January 30, 2020 with a not to exceed amount of \$20,150; amend Paragraph S, Change of Ownership of the ORIGINAL CONTRACT in its entirety; and the CONTRACTOR has agreed to provide those items/services at the rates set forth in herein, and has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Attachment A Scope of Work/Pricing, of the ORIGINAL CONTRACT, as Contract number MA 060-18011162 for the period of January 31,2018 through and including January 30, 2019, is amended in part as follows:

Contract shall not exceed per Contract year term: \$ 20,150

b. Attachment A Scope of Work/Pricing, of the ORIGINAL CONTRACT, as Contract number MA 060-19010166 for the period of January 31, 2019 through and including January 30, 2020, is amended in its entirety as follows:

1. Contractor shall provide Shooting Range Usage to County as more fully detailed below:

Item			
No.	Description	Qty	Cost
-			_
	Contractor shall provide usage of shooting range facility to County. County may		-
	take as many students up to twenty five (25). County's instructors have been to		
	Patrol Rifle Instructor, Pistol Instructor and Active Shooter Instructor Schools.		
1	Full Day Facility Usage Fees:	1 day	\$ 350.00
2	Half Day Facility Usage Fees:	½ day	\$ 250.00-
3	Additional Shooting Bay:	1 day	\$ 100.00
4	Classroom Rate:	1 day	\$ 100.00
	Contract shall not exceed per Contract year term:		\$ 20,150

2. REQUESTING LOCATION

County of Orange Sheriff Coroner Department/Training Division 1900 W. Katella Blvd. Orange, CA 92867

Attn: JoAnn Hoferitza Ph: 714-538-2233

e. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL CONTRACT, as Contract number MA 060 19010166 for the period of January 31, 2019 through and including January 30, 2020, is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 1/31/15 through and including 1/30/20, unless otherwise terminated by County. The period of 1/31/15 through and including 1/31/16 shall be known as Contract number MA 060-15010201. The period of 1/31/16 through and including 1/30/17 shall be known as Contract number MA 060-16011053. The period of 1/31/17 through and including 1/30/18 shall be known as Contract number MA 060-17011021. The period of 1/31/18 through and including 1/30/19 shall be known as Contract number MA 060-18011162. The period of 1/31/19 through and including 1/30/20 shall be known as Contract number MA 060-19010166. This Contract is non-renewable.

d. General Terms and Conditions, Paragraph S, Change of Ownership, of the ORIGINAL CONTRACT, as Contract number MA 060 19010166 for the period of January 31, 2019 through and including January 30, 2020, is amended in its entirety as follows:

S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise

prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA 060 15010201) is attached hereto as Exhibit A and incorporated by this reference.
- 4. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA 060 16011053) is attached hereto as Exhibit B and incorporated by this reference.
- 5. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA 060 17011021) is attached hereto as Exhibit C and incorporated by this reference.
- 6. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA 060 18011162) is attached hereto as Exhibit D and incorporated by this reference.
- 7. All other provisions of ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE through THREE, to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect.

(Signature page follows)

CONTRACT MA 060 150		utea AMENDMENT NU	MBEK FOUR TO URIGINAL
*Contractor: Prado Family	Shooting Range		
By:	Title:		
Print Name:			
<u>*Contractor:</u> Prado Family	Shooting Range		
Ву:	Title:		<u></u>
Print Name:	Date:		
Board, the President or an Chief Financial Officer or corporation, as long as he o purposes, proof of such dua	y Vice President; and one (1 any Assistant Treasurer. T r she holds corporate offices) signature by the Secreta The signature of one perso in each of the two categori ed by having the individua	gnature by the Chairman of the ury, any Assistant Secretary, the on alone is sufficient to bind a ces described above. For County I sign the instrument twice, each
demonstrating the legal aut	e corporate signature is ac hority of the signature to bina	e ceptable when accompar I the company.	uied by a corporate resolution
County Of Orange A political subdivision	n of the State of Califor	mia	
	oner Department	Tild	
By:	Title:		<u></u>
Print Name:	Date:		
Approved by the Board o	f Supervisors:		
Approved as to Form Office of the County Cou Orange County, Californ			
By :	<u>—</u>		
— Deputy			

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA 060 15010201)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA 060 16011053)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA 060 17011021)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA 060 18011162)

Contract MA-060-20010071
with
Prado Family Shooting Range
for
Use of Shooting Range Facility

This Contract MA-060-20010071 for Use of Shooting Range Facility (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as "County") and Prado Family Shooting Range, with a place of business at 17501 Pomona Rincon Rd., Chino, CA 91708-9287 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Use of Shooting Range Facility under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Use of Shooting Range Facility to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Use of Shooting Range Facility with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment B, Payment and Compensation.
- Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more

specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- Insurance Provision: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, , necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage and Certificate of Insurance, on deposit with the County during the entire term of this Contract.

- All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor is self- insured Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract agrees to all of the following: In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contractor, the County may terminate this Contract.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 a garagesta
	\$2,000,000 aggregate

Required Coverage Forms

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract,

upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the Contract.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and with COUNTY incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

Upon request, County shall provide a Certificate of Self-Insurance evidencing the following:

1) Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
2) Auto Liability	\$1,000,000 per occurrence
3) Workers' Compensation	Statutory
4) Employers' Liability	\$1,000,000 per occurrence

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Intentionally left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Mutual Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies with County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to: (a) the services, goods and or other performance provided by Contractor pursuant to this Contract; or (b) the negligence or willful misconduct of Contractor, its owners, employees, agents, invitees, licensees, or subcontractors during the performance of the services or provision of goods pursuant to this Contract.

County agrees to indemnify, defend and hold Contractor harmless from any claims, demands or liability for any property damage or injury to or death of Contractor's employees arising from the negligence or willful misconduct of County or County Indemnitees in connection with the County's or County Indemnitees' use of Contractor's Shooting Range Facilities pursuant to this Contract.

If judgement is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

- Scope of Contract: This Contract specifies the contractual terms and conditions by which County will
 procure and receive goods/services from Contractor as set forth in the Scope of Work, which is
 attached hereto as Attachment A and incorporated by this reference.
- 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
- 3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) straight years and one (1) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
- 4. Adjustments Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting

discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 7. Conflict of Interest Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 8. Conflict of Interest County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
 - The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
- 10. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 11. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 12. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this

Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 13. Data Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 14. Default Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 15. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and

b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 16. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer-Services.htm

- 17. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- 18. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving

Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 20. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 21. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Prado Family Shooting Range

17501 Pomona Rincon Rd. Chino, CA 91708-9287 Attn: Patty Carlson Ph: 909-597-4794

Email: accounting@shootprado.com

County: Sheriff-Coroner Department/Training Division

1900 W. Katella Ave. Orange, CA 92867-3419 Attn: JoAnn Hoferitza Ph: 714-538-2233

Email: jhoferitza@ocsd.org

Assigned DPA: County of Orange

Sheriff-Coroner Department/Purchasing Services Unit

320 N. Flower Street, 2nd Floor

Santa Ana, CA 92703 Attn: Lorena Quirarte Ph: 714-834-4690

Email: lquirarte@ocsd.org

- 22. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 23. Termination Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contract for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 24. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 25. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- 26. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall

incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Remaining Page Intentionally Left Blank-

Signature Page

The Parties hereto have executed this Contract MA-060-20010071 for the Use of Shooting Range Facility on the dates shown opposite their respective signatures below

Contractor*: Prado Family Shooting Range

By:	Title:
•	
Print Name:	Date:

Contractor*: Prado Family Shooting Range

By:	Title:
, ·	
Print Name:	Date:

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:	Title:	
Print Name:	Date:	
Approved by the Board of Supervisors:		

Approved as to Form
Office of the County Counsel
County of Orange
Sheriff-Coroner Department

orange country, camoring		Orange	County,	California
--------------------------	--	--------	---------	------------

By:	
Deputy	

ATTACHMENT A

Scope of Work

1. Contractor shall provide the following to County:

- Contractor shall provide shooting range for Orange County Sheriff's Department (OCSD) personnel to conduct handgun and rifle qualification training.
- Contractor shall provide multiple outdoor shooting ranges, classrooms and additional shooting bays.
- Range shall be available Monday through Friday, between 8:00 a.m. and 5:00 p.m. (Pacific Time)
- Shooting Range shall accommodate up to twenty-five (25) students.
- Contractor shall provide a designated shooting range to OCSD personnel only.

2. County Responsibilities:

 OCSD shall provide instructors that have attended Patrol Rifle, Pistol and Active Shooter instructor schools.

3. Range Location:

Prado Family Shooting Range 17501 Pomona Rincon Rd. Chino, CA 91708

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Use of Shooting Range Facility as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Full Day Facility Usage Fee	1 Day	\$400.00
Half Day Facility Usage Fee	½ Day	\$300.00
Additional Shooting Bay Fee	1 Day	\$150.00
Classroom Fee	1 Day	\$100.00

*8 hours constitutes as one (1) day; 4 hours constitutes as ½ day

Contract shall not exceed \$48,300.00 for initial two (2) year term

- 3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

County of Orange Sheriff-Coroner Department MA-060-20010071 Use of Shooting Range Facility Page 25 of 27
File No.: C021532
Revised 7/10/19

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted
 to the County for payment to ensure compliance with IRS requirements and to expedite payment
 processing.
- 8. Payment Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Training Division	Sheriff-Coroner Department/Homeland Security
1900 W. Katella Ave.	550 N. Flower St.
Orange, CA 92867-3419	Santa Ana, CA 92703
Attn: JoAnn Hoferitza	Attn: Stephanie Beyer

9. Payment (Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by

County of Orange Sheriff-Coroner Department

MA-060-20010071 Use of Shooting Range Facility Page 26 of 27
File No.: C021532
Revised 7/10/19

County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.



Sole Source Request Form

Sole Source BidSync # 060-C021532-LQ-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: OCSD/VAR				Date: 12/30/19			
Vendor Name: Prado Family Shooting Range				Sole Source BidSync Number: 060-C021532-LQ-SS			
Is the above named vendor a retired employee of the County of Orange? Yes No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.							
,		Is Agreement Grar Funding Source ☐ Yes ⊠ No		nt Funded? Percent Funded:		Proprietary? ⊠ Yes □ No	
Contract Amount? \$48,300 for the initial two (2) year term.				Is this renewable? If yes, how many years? Two (2) straight years, and one (1) additional year.			
] Multi-Year	□ R€	enew	val	☐ Amendment	□Increase	
Renewal Year: This is the first term of the Con	ntract.	If ye	es, pl	lease attach		ĭ Yes □ No	
Board Date: ASR Number: If n 1/28/20 TBD Tar			getin	t scheduled to go to the Board explain why? eting the January 28, 2020 Board meeting.			
Does Contract include Non-Standard Language? If yes, explain in detail. Insurance Provision and Mutual Indemnification.							
Was Contract Approved by Risk Mgmt.? Yes.				Was Contract Approved by County Counsel? Yes.			
Were any exceptions taken? If yes, explain in detail. Exceptions were taken to the County's standard Insurance Provision and contract contains Mutual Indemnification.							
☑ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.							
Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)							



Sole Source BidSync # 060-C021532-LQ-SS

SECTION III - SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

Service Contract/Vendor shall provide range services for patrol rifle and handgun training.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.

This vendor has multiple 50 meter outdoor shooting ranges, classroom and additional shooting bays at their location which shall be made available for OCSD personnel to conduct scheduled handgun and rifle qualification and training. These services have been previously approved by the Board of Supervisors on December 18, 2018 under ASR 18-001133

3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

This vendor is the closest range to Orange County (approximately 10 miles from the Orange County and San Bernardino County border) which offers the ability to support Patrol Rifle training. This vendor is extremely flexible in their ability to meet the needs of OCSD's Patrol Rifle training requirements. The FBI Regional Training Center (located in Irvine, CA) is the only shooting range in Orange County. The FBI facility is limited by having only 1 range available to support Patrol Rifle training. Due to scheduling constraints, the FBI facility is unable to support the annual schedule of Patrol Rifle classes requested by OCSD.



Sole Source BidSync # 060-C021532-LQ-SS

4.	How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies. Attach additional sheet if necessary. There are no other vendors in the Orange County area that provide or support these specific range needs/services. Prado Family Shooting Range prices are comparable to the general market.
5.	If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.
	If this recommended vendor is not made available, OCSD personnel would be forced to travel approximately 50 miles outside of the Orange County border to a suitable range in either Los Angeles or San Bernardino County. This will extend travel for students and increase the overall cost of training to OCSD.
6	Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.
υ.	riease provide vendor history – hame change, hugadon, judgments, aka, etc. for the last 7 years.
	Unable to locate any vendor history through internet search. Vendor's DUNS report was looked into and there is no litigation or ownership changes that have been reported.
7.	If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?
	If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.
8.	Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption) Attach additional sheet if necessary.
	A request for Solicitation Exemption was not requested.



Sole Source Request Form

Sole Source BidSync # 060-C021532-LQ-SS

SECTION IV – AUTHOR/REQUESTO	R			
Signature:	Print Name:		Date:	
	VASON	2	12-2.	
7. 1 pn/	J DEN	IRRX	12-36	- 14
SECTION V – CEO Human Resource	Services APPROVAL	(Review and annroyal i	s required when	vandor is a Ratirad
Section V Ceo Hamai Resource	Services Air NOVAL	Former Employee.)	3 required when	vendor is a Netirea,
Signature:	Print Name:	1:	Date:	
SECTION VI. DEDITY-DHDCHASING	ACENT CONCURRE	INCE		
SECTION VI – DEPUTY PURCHASING Signature;	Print Name:	:NCE	Date:	
		. 0		
mistine Luge	- Christ	Tha Reyes	12/30/1	9
		, ,		
SECTION VII – DEPARTMENT HEAD				
Signature:	Print Name:		Date:	
of the	Bran Wa	igh	12/30/15	
SECTION VIII – COUNTY PROCUREN	/IENT OFFICE			
Prior to execution of a contract, tl	ne County Procurem	nent Officer or designee	shall approve A	II Sole Source requests f
Commodities that exceed \$250,000				
require Board approval despite the	e amount. Approva	als are obtained electron	nically through t	he County's online biddi
system.	* 1	1.8		
	SOLICITATION FY	VENADTION CEO LICE ONLY		
	SOLICITATION EX	KEMPTION – CEO USE ONL	r: 	
Board of Supervisor Notification D	ate:			
Comments:				a i
CPO: □Approved	□Denied	CFO:	□Approved	□Denied
, ,				
CDO A . Al	Data	OFO A .I. I. I.C.		D
CPO Authorized Signature:	Date:	CFO Authorized Sig	nature:	Date:



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Release Bid Workflow

Name: Lorena Quirarte
Phone: 714-834-4690
Email: LQuirarte@ocsd.org
Status: Submitter Dec 30, 2019 3:41:13 PM PST

Lorena Quirarte
Submitter

Ana E Figueroa
(for CPO SS Routing (Group))
Approved

Bid Information
Bid Number:

060-C021532-LQ-SS
Bid Title:

Prado Familty Shooting Range

Status Status: Approved

View Workflow History

Close

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement DATE SUBMITTED: 8/23/2019

TO: CEO/Risk Management/600 W. Santa or e-mail this form to RiskMgmtlnsura Insurance Provisions. If this is a rene	nce@ocgov.com with Scope of Wor	4-285-5599 k and Contract/Agreement t Approval(s).
FROM: Ranique Cortez	She	riff-Coroner
County Employee (Contact For Questions)		nty Department
rcortez@ocsd.org County E-Mail Address	714-834-4312 Phone # (inc. area code)	Fax # (inc. area code)
Bank Peles and in an include the contract was the	``	Tux " (Inc. area code)
Note: The above action is advisory to departments contract/agreement requires formal modification to authority to modify insurance requirements. CONTRACT TYPE: Commodities Publication	ınless contract/agreement specifically de c Works⊠ Service⊡ Human Serv	legates to County Risk Manager
Consultant Svcs. Fixed Asset A &	E Other	
Vendor Name: Prado Family Shooting Rang	ge Contract ID/RFP I.D. Number	er: MA-060-20010071
Bid: YES□NO⊠ Contract Amount: \$43	,300/2 years	
Insurance Type To Be Revie	ewed for Waiver or Modification	of Terms
	✓ Workers' Compensation✓ Employer's Liability✓ Other	Property Insurance Sexual Misconduct Indemnification
Professional Liability (Errors & Omissio Request and Justification: (add another page if n Use of Shooting Range Facilities for firearms	necessary)	questing to waive CGL
primary and non-contributor endorsement, A	L and WC and Employer's Liability	insurance since we are
utilizing Prado's facility. Prado has requested	to be listed as an additional insured	l - mutual indemnification
language added that was ran by County Cour		

	li de la companya de			
To Be Completed By CEO/Risk Management				
Approved	☐ Denied	☐ Approved as Modified		
Comments: Modified	insurance and	mutual indemnity		
Failit Print	e as O(Sp is u	ing venduris		
Phudy Mut	half	8/23/199		
Manager/CEO/Risk Management		Date		

Contract Summary Form

Prado Family Shooting Range

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details pricing in the not to exceed amount of \$48,300.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Use of Shooting Range Facility as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Full Day Facility Usage Fee	1 Day	\$400.00
Half Day Facility Usage Fee	½ Day	\$300.00
Additional Shooting Bay Fee	1 Day	\$150.00
Classroom Fee	1 Day	\$100.00

^{*8} hours constitutes as one (1) day; 4 hours constitutes as ½ day

Contract shall not exceed \$48,300.00 for initial two (2) year term

- 3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.
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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001120

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 1, 3, 5

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)
DEPARTMENT CONTACT PERSON(S): Marc Meulman (714) 834-2980

David Souleles (714) 834-3882

SUBJECT: Master Agreement for HIV Care Services

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$1,133,212 Annual Cost: FY 2020-21

\$3,399,636

FY 2021-22 \$3,399,636 FY 2022-23 \$2,266,424

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: FED: 100% (Ryan White, County Audit in last 3 years: No

Housing Opportunities for Persons with AIDS

(HOPWA))

Prior Board Action: 01/26/2016 #30

RECOMMENDED ACTION(S):

- 1. Approve the Master Agreement with various providers for provision of HIV Care Services for the period of March 1, 2020, through February 28, 2023, for a total maximum obligation not to exceed \$10,198,908.
- 2. Approve the selection of AIDS Services Foundation Orange County dba Radiant Health Centers for provision of HIV Care Services for the period of March 1, 2020, through February 28, 2023.
- 3. Approve the selection of Laguna Beach Community Clinic, Inc. for the provision of HIV Care Services for the period of March 1, 2020, through February 28, 2023.
- 4. Approve the selection of Shanti Orange County for the provision of HIV Care Services for the period of March 1, 2020, through February 28, 2023.
- 5. Authorize the Health Care Agency Director, or designee, to exercise a contingency contract cost increase not to exceed a total of 10 percent of the contract amount for the first full year funding of the

Agreement with various providers, to be used over the entire term of the Agreement, including renewal, and within the scope of work set forth in the Agreement, pursuant to Contract Policy Manual Section 3.4.114. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients being served.

6. Authorize the Health Care Agency Director, or designee, to execute the Master Agreement and the selection of individual Agreements as referenced in the Recommended Actions above.

SUMMARY:

Approval of Master Agreement with various providers for the provision of HIV Care Services will enable the County to provide supportive services to people living with HIV to achieve optimal health outcomes and to reduce further transmission of HIV in Orange County.

BACKGROUND INFORMATION:

As of December 31, 2018, there were 6,369 individuals living with Human Immunodeficiency Virus (HIV) in Orange County. Using Centers for Disease Control and Prevention methodology, there are an estimated additional 893 individuals who are unaware that they are living with HIV. Therefore, the total estimated number of people living with HIV in Orange County is 7,262. Orange County receives approximately 300 newly reported cases of HIV each year.

The Health Care Agency (HCA) receives federal funding via the Ryan White and Housing Opportunities for Person Living with AIDS (HOPWA) programs to provide core medical, support and housing services to persons living with HIV. The Orange County HIV Planning Council (Council) is appointed by the Board of Supervisors (Board) and is mandated to establish priorities and set funding levels for Ryan White services. Based on Council funding allocations, HCA is responsible for solicitation and selection of HIV care service providers. These services target individuals disproportionately impacted by HIV, those living at or near the federal poverty level and persons who are ineligible for other HIV care services for the purpose of increasing access to, and retention in, medical care to ultimately reduce transmission of HIV.

On January 26, 2016, your Honorable Board approved the Agreements for the period of March 1, 2016, through February 28, 2019 with the following HIV care service providers: AIDS Services Foundation Orange County dba Radiant Health Centers (RHC) for a maximum obligation of \$6,091,170; Delhi Center for a maximum obligation of \$463,275; Shanti Orange County (Shanti) for a maximum obligation of \$370,821; Special Service for Groups, Inc. (SSG) dba Asian Pacific AIDS Intervention Team for a maximum obligation of \$390,000.

HCA released a Request for Applications (RFA) for HIV Care Services on September 30, 2019, via BidSync. Three agencies submitted an application in response to the RFA: RHC, Shanti and Laguna Beach Community Clinic (LBCC). Agencies submitted an application for any of the 19 services included in the solicitation that they were interested and qualified to provide. All proposals received met submission requirements and are being recommended for inclusion in the Master Agreement.

Department staff have conducted due diligence on the vendors. Reference checks were satisfactory and completed with the companies below regarding similar projects.

- RHC: MichRX Pharmacist Consulting Services, Inc., Digital Value Creation, LLC and Tilly's Life Center.
- Shanti: SSG, RHC and LGBT Center of Orange County.
- LBCC: MichRX Pharmacist Consulting Services, Inc., RHC and Laguna Beach Smile.

The Ryan White (Part A) fiscal year is March through February; therefore, the Master Agreement term and allocation align with the Ryan White program requirements, not the County fiscal year. The previously approved Agreements for these services will end on February 29, 2020, and the proposed Master Agreement will allow services to continue through February 28, 2023, with an annual aggregate maximum obligation of \$3,399,636, which is consistent with current year funding. The annual aggregate maximum obligation by service type and provider are listed below.

	Maximum	
Agency	Obligation	Services Categories
RHC	\$3,173,724	Medical Retention Services
		Linkage to Care Services
		Client Support Services
		Client Advocacy
		Benefits Counseling
		Eligibility Screening
		Mental Health Services
		Health Insurance Premium and Cost Sharing Assistance
		 Emergency Financial Assistance for Medications
		Home Health Care
		 Home and Community Based Health Services
		Medical Nutrition Therapy
		• Food Bank-Core
		• Food Bank-Support
		Nutritional Supplements
		Home-Delivered Meals
		Medical Transportation Services
		 Minority AIDS Initiative (MAI) Medical Retention Services
		MAI Linkage to Care
LBCC	\$20,655	Client Advocacy
Shanti	\$205,257	Medical Retention Services
		Linkage to Care Services
		Client Support Services
		Client Advocacy
		Benefits Counseling
		Eligibility Screening
		Mental Health Services
		 Health Insurance Premium and Cost Sharing Assistance
		Medical Transportation Services

Performance Standards

Outcome measures for these programs are consistent with outcome measures established by the Health Services and Resources Administration (HRSA) and are summarized as follows: improvement in health status and increased access to available services. The performance outcome measures for HIV Care Services are included in the table below. Viral load is an indication of the amount of active HIV in the blood; a suppressed viral load is an indication of improved health for the client and reduces the risk of HIV transmission. Viral load outcome measures are collected through laboratory reports.

Outcome Measures	FY 2017-18 Outcomes	FY 2018-19 Outcomes	FY 2019-20 Goals
Percentage of virally suppressed clients receiving HIV (Ambulatory) medical care	87%	89%	90%
Percentage of virally suppressed clients receiving Oral Health services	93%	94%	94%
Percentage of virally suppressed clients receiving Benefits Counseling	83%	88%	90%
Percentage of virally suppressed clients receiving Medical Nutrition Therapy	79%	78%	80%

RHC has subcontracts with Benchmark Home Care Services, Inc., Tunstall/Maddocks at Lifeline Safe Living for Seniors and Shield Health Care. Shanti and LBCC do not have subcontracts. See Attachment B for Contract Summary Form.

Agreements funded by the Ryan White Program frequently require amendments to avoid allocation penalties, which are implemented if more than five percent of formula funding is unobligated at the end of the fiscal year. The Council conducts mid-term reallocation to HIV Care Services with increased need and to avoid under-spending, which can jeopardize funding in future years. HCA requests that the Board authorize the HCA Director or designee, to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the first full year funding of the Agreement, for the entire term of the Agreement, including renewals and within the scope of work set forth in the Agreement, pursuant to Contract Policy Manual Section 3.4-114. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients being served.

HCA requests that the Board approve the Master Agreement with various providers for HIV Care Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Master Agreement are included in Budget Control 042 FY 2019-20 Budget and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Master Agreement for Provision of HIV Care Services Attachment B - Contract Summary Form

AGREEMENT FOR PROVISION OF 1 2 HIV CARE SERVICES 3 **BETWEEN COUNTY OF ORANGE** 4 AND 5 «UC_NAME» 6 \ll UC_DBA \gg 7 MARCH 1, 2020 THROUGH FEBRUARY 28, 2023 8 9 THIS AGREEMENT entered into this 1st day of March 2020 (effective date), is by and between the 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and «UC_NAME» 11 «UC DBA», a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR 12 may sometimes be referred to herein individually as "Party" or collectively as "Parties." 13 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR). 14 15 WITNESSETH: 16 17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of HIV Care 18 services described herein to the residents of Orange County; and 19 WHEREAS, COUNTY receives multiple funding from the Health Resources and Services 20 Administration (HRSA) and Housing Opportunities for Persons with AIDS (HOPWA) for Core 21 Medical and Non-Core Medical Services, such as Case Management Services, Referral for Health Care 22 and Support Services, Mental Health Services, Health Insurance Premium and Cost Sharing/Emergency 23 Financial Assistance for Medications, Home Health Care, Home and Community-Based Health 24 Services/Rehabilitation, Medical Nutrition Therapy, Food Bank and Home Delivered Meals, Medical 25 Transportation Services; and 26 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and 27 conditions hereinafter set forth: 28 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 29 herein, COUNTY and CONTRACTOR do hereby agree as follows: 30 31 32 33 34 35 36

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1		REFERENCED CONTRACT PROVISI	<u>ONS</u>	
2				
3	Master Agreement Term: March 1, 2020 through February 28, 2023			
4				
5	Period One mea	ans the period from March 1, 2020 through Februa	ary 28, 2021	
6	Period Two me	ans the period from March 1, 2021 through Februa	ary 28, 2022	
7	Period Three m	eans the period from March 1, 2022 through Febru	uary 28, 2023	
8				
9	Aggregate Maxim	um Obligation:		
10	Period One Aggrega	ate Maximum Obligation:	\$ 3,399,636	
11	Period Two Aggreg	ate Maximum Obligation:	3,399,636	
12	Period Three Aggre	gate Maximum Obligation:	<u>3,399,636</u>	
13	TOTAL AGGREGA	ATE MAXIMUM OBLIGATION:	\$ 10,198,908	
14				
15				
16	Basis for Reimbur	sement: Fee-for-Service and Actual Cost		
17				
18	Payment Method:	Monthly in Arrears		
19				
20	CONTRACTOR DUNS Number: «DUNS_NUMBER»			
21				
22	CONTRACTOR TAX ID Number: «TAX_ID»			
23				
24	Notices to COUNT	Y and CONTRACTOR:		
25				
26	COUNTY:	County of Orange		
27		Health Care Agency		
28		Contract Services		
29		405 West 5th Street, Suite 600		
30		Santa Ana, CA 92701-4637		
31	CONTED A CITIOD	MC NAME		
32	CONTRACTOR:	«UC_NAME»		
33		«UC_DBA»		
34		«ADDRESS»		
35		«CITY_STATE_ZIP»		
36		«CONTACT»		
37		«CONTACT_EMAIL»		

1			I. <u>ACRONYMS</u>		
2	The following standard definitions are for reference purposes only and may or may not apply in				
3	their entirety throughout this Agreement:				
4	A. ADAP AIDS Drug Assistance Program				
5	B.	AIDS	Acquired Immune Deficiency Syndrome		
6	C.	ARRA	American Recovery and Reinvestment Act of 2009		
7	D.	ASRS	Alcohol and Drug Programs Reporting System		
8	E.	CAN	Certified Nursing Attendants		
9	F.	CAP	Corrective Action Plan		
10	G.	CCC	California Civil Code		
11	H.	CCR	California Code of Regulations		
12	I.	CDC	Centers for Disease Control		
13		CFDA	Catalog of Federal Domestic Assistance		
14		CFR	Code of Federal Regulations		
15	L.	CHPP	COUNTY HIPAA Policies and Procedures		
16	M.	CHS	Correctional Health Services		
17		CIPA	California Information Practices Act		
18		CMPPA	Computer Matching and Privacy Protection Act		
19		COI	Certificate of Insurance		
20	`	CPA	Certified Public Accountant		
21		CSI	Client and Services Information		
22		DCR	Data Collection and Reporting		
23	Т.	DD	Dually Diagnosed		
24	U.	DHCS	California Department of Health Care Services		
25		D/MC	Drug/Medi-Cal		
26		DME	Durable Medical Equipment		
27		DPFS	Drug Program Fiscal Systems		
28		DRP	Disaster Recovery Plan		
29		DRS	Designated Record Set		
30		EEOC	Equal Employment Opportunity Commission		
31		EHR	Electronic Health Records		
32		ePHI	Electronic Protected Health Information		
33		ERC	Emergency Receiving Center		
34		FFS	Fee For service		
35		FIPS	Federal Information Processing Standards		
36		FQHC	Federally Qualified Health Center		
37	AH.	FTE	Full Time Equivalent		

1	AI.	GAAP	Generally Accepted Accounting Principles	
2	AJ.	HAB	Federal HIV/AIDS Bureau	
3	AK.	HCA	County of Orange Health Care Agency	
4	AL.	HHS	Federal Health and Human Services Agency	
5	AM.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public	
6			Law 104-191	
7	AN.	HITECH Act	Health Information Technology for Economic and Clinical Health	
8			Act, Public Law 111-005	
9	AO.	HIV	Human Immunodeficiency Virus	
10	AP.	HRSA	Federal Health Resources and Services Administration	
11	AQ.	HSC	California Health and Safety Code	
12	AR.	ISO	Insurance Services Office	
13	AS.	ITP	Individualized Treatment Plan	
14	AT.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex	
15	AU.	MAI	Minority AIDS Initiative	
16	AV.	MOU	Memoranda of Understanding	
17	AW.	NIH	National Institutes of Health	
18	AX.	NIST	National Institute of Standards and Technology	
19	AY.	NOA	Notice of Action	
20	AZ.	NP	Nurse Practitioner	
21	BA.	NPDB	National Provider Data Bank	
22	BB.	NPI	National Provider Identifier	
23	BC.	NPP	Notice of Privacy Practices	
24	BD.	OCJS	Orange County Jail System	
25	BE.	OCPD	Orange County Probation Department	
26	BF.	OCR	Federal Office for Civil Rights	
27	BG.	OCSD	Orange County Sheriff's Department	
28	BH.	OIG	Federal Office of Inspector General	
29	BI.	OMB	Federal Office of Management and Budget	
30	BJ.	OPM	Federal Office of Personnel Management	
31	BK.	P&P	Policy and Procedure	
32		PA DSS	Payment Application Data Security Standard	
33	BM.	PAF	Partnership Assessment Form	
34	BN.	PC	California Penal Code	
35	BO.	PCI DSS	Payment Card Industry Data Security Standard	
36	BP.	PHI	Protected Health Information	
37	BQ.	PI	Personal Information	

1	BR.	PII	Personally Identifiable Information
2	BS.	PRA	California Public Records Act
3	BT.	QI	Quality Improvement
4	BU.	QIC	Quality Improvement Committee
5	BV.	QM	Quality Management
6	BW.	RSR	Ryan White Services Reports
7	BX.	SIR	Self-Insured Retention
8	BY.	SNAP	Supplemental Nutrition Assistance Program
9	BZ.	SSI	Supplemental Security Income
10	CA.	STP	Special Treatment Program
11	CB.	UOS	Units of Service
12	CC.	USC	United States Code
13	CD.	W&IC	California Welfare and Institutions Code
14	CE.	WIC	Women, Infants and Children
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II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A, B, C and D attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program and Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own Compliance Program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
- 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals

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relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTOR that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Trainings when offered.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

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- 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds. (c)- (d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINITRATOR's right to terminate this Agreement on the basis of 37 || such default.

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V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County HIV services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.
- 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.
- 3. In the event of a collaborative service agreement between HIV services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost

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Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
- b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be 37 | repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within

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thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

- D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

Signed	
Name	
Title	
Date	

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONTRACTOR certifies that it and its principals:
- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract

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under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- 6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

IX. <u>DELEGATION</u>, <u>ASSIGNMENT AND SUBCONTRACTS</u>

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

X. <u>DISPUTE RESOLUTION</u>

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

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

XI. EMPLOYEE ELIGIBILITY VERIFICATION

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

XII. EQUIPMENT

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

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

- C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.
- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.
- G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

- A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

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XIV. INDEMNIFICATION AND INSURANCE

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

- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs shall be clearly stated on the COI. Any SIR or deductible in an amount in excess of \$50,000 shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

1)		
20	<u>Coverage</u>	Minimum Limits
21	Commercial General Liability	\$1,000,000 per occurrence
22		\$2,000,000 aggregate
23		
24	Automobile Liability including coverage	\$1,000,000 per occurrence
25	for owned, non-owned and hired vehicles	
26		
27	Workers' Compensation	Statutory
28		
29	Employers' Liability Insurance	\$1,000,000 per occurrence
30		
31	Network Security & Privacy Liability	\$1,000,000 per claims made
32		
33	Professional Liability Insurance	\$1,000,000 per claims made
34		\$1,000,000 aggregate
35		
36	Sexual Misconduct Liability	\$1,000,000 per occurrence
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H. REQUIRED COVERAGE FORMS

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

REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or selfinsurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate 37 | this Agreement.

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

 O. The Commercial General Liability policy shall contain a "severability of interests" clause also
 - O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
 - P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
 - Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
 - R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
 - S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
 - T. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - U. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
 - 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
 - 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. <u>INSPECTIONS AND AUDITS</u>

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

- 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies 37 |] //

provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

XVI. <u>LICENSES AND LAWS</u>

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

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- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:
 - 1. ARRA of 2009.
 - 2. Code of Federal Regulations, Title 42, Public Health.
 - 3. H&SC 121025.
 - 4. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
 - 5. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
 - 6. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
 - 7. 45 CFR Part 76, Drug Free Work Place.
 - 8. CCR, Title 22, Division 6, Community Care Licensing Division.
- 9. Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009).
- 10. U.S. Department of Health and Human Services, National Institutes of Health (NIH) Grants Policy Statement (10/13).
- 11. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy Statement.
- 12. 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 13. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87).

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.
- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly 37 | available social media sites) in support of the services described within this Agreement,

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CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XVIII. MAXIMUM OBLIGATION

- A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with this Agreement for HIV Care Services during Period One, Period Two and Period Three are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.
- B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

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XX. NONDISCRIMINATION

A. EMPLOYMENT

- 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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

- 1. Denying a client or potential client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- 4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services Office for Civil Rights.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall 37 | intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

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

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

XXI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by 37 | telephone immediately upon becoming aware of the death due to non-terminal illness of any person

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

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send

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

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

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

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
- C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.
- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

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- E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.
- F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.
- H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XXV. RESEARCH AND PUBLICATION

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

XXVI. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XXVII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or

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the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXVIII. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity, unless no nonprofit entity is able and willing to provide such services.
 - 13. Supplanting current funding for existing services.
- 14. Payment of home mortgages; direct maintenance expense (tires, repairs, etc.) of a privately owned vehicle or any other cost associated with a vehicle, such as lease or loan payments, insurance, or license and registration fees; payment of local or state personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may levied). This restriction does not apply to vehicles operated by organizations for program purposes.
 - 15. To meet professional licensure or program licensure requirements.

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- 16. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. To the greatest extent practicable, all equipment and products purchased with funds made available through this Agreement should be American-made.

XXIX. STATUS OF CONTRACTOR

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

XXX. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

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XXXI. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

E. CONTINGENT FUNDING

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

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- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

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XXXII. THIRD PARTY BENEFICIARY

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

XXXIII. WAIVER OF DEFAULT OR BREACH

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

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1	IN WITNESS WHEREOF, the parties have executed this	Agreement, i	in the County of Orange, State of
2	California.		
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7	BY:	DATED:	
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9	TITLE:		
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14	COUNTY OF ORANGE		
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16			
17	BY:	DATED:	
18	HEALTH CARE AGENCY		
19			
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21			
22			
23	APPROVED AS TO FORM		
24	OFFICE OF THE COUNTY COUNSEL		
25	ORANGE COUNTY, CALIFORNIA		
26			
27	DocuSigned by:		
28	BY: Brittany Melean	DATED:	12/24/2019
29	9713A4081D4343D		
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35	If the contracting party is a corporation, two (2) signatures are required: one	(1) cianatura by	the Chairman of the Roard the Dresident or
36	any Vice President; and one (1) signature by the Secretary, any Assistant Sec	retary, the Chief I	Financial Officer or any Assistant Treasurer.
37	If the contract is signed by one (1) authorized individual only, a copy of the c has empowered said authorized individual to act on its behalf by his or her sig		

EXHIBIT A TO AGREEMENT FOR PROVISION OF

HIV CARE SERVICES **BETWEEN**

COUNTY OF ORANGE

AND

«UC_NAME»

 \ll UC_DBA \gg

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

I. <u>IDENTIFICATION OF SERVICES</u>

CONTRACTOR agrees to provide the following HIV Care Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated March 1, 2020 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Case Management	
Medical Retention	«UC_ NAME»
Linkage to Care	«UC_ NAME»
Non-Medical – Client Support	«UC_ NAME»
Referral for Health Care and Support	
Client Advocacy	X
Benefits Counseling	«UC_ NAME»
Eligibility Screening	«UC_ NAME»
Mental Health	
15 minute face-to-face initial assessment	«UC_ NAME»
15 minute face-to-face individual	«UC_ NAME»
15 minute face-to-face group counseling (up to 5 Ryan White eligible clients)	«UC_ NAME»
60 minute psychological (testing evaluation) assessment	«UC_ NAME»
Health Insurance Premium and Cost Sharing for Low Income Individuals	
Insurance Premium Payment	«UC_ NAME»
Mental Health Co-payment	«UC_ NAME»
Medical/Dental Co-payment	«UC_ NAME»
Emergency Financial Assistance for Medications	«UC_ NAME»
Home Health Care - Skilled professional nursing	«UC_ NAME»
Home and Community-Based Health Services / Rehabilitation	

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EXHIBIT B 1 TO AGREEMENT FOR PROVISION OF 2 HIV CARE SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 **AND** 6 «UC_NAME» 7 \ll UC_DBA \gg 8 MARCH 1, 2020 THROUGH FEBRUARY 28, 2023 9 10 I. ASSURANCES 11 In accordance with funding requirements under Title XXVI of the Public Health Services Act 12 amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Act), 13 CONTRACTOR assures that it will: 14 A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use 15 contract funds to make payments for any item or service to the extent that payment for that item or 16 service has already been made, or can reasonably be expected to be made: 17 1. Under any state compensation program, under an insurance policy, or under any federal or 18 state health benefits program; 19 2. By an entity that provides health services on a prepaid basis; or 20 3. By third party reimbursement. 21 B. Provide, to the maximum extent practicable, HIV-related health care and support services 22 without regard to the ability of the individual to pay for such services and without regard to the current 23 or past health condition of the individual with HIV disease. 24 C. Provide services in a setting that is accessible to low–income individuals with HIV disease. 25 D. Permit and cooperate with any official federal or state investigation undertaken regarding 26 programs conducted under the Ryan White Act. 27 E. Comply with the funding requirements regarding charges for services: 28 1. In the case of individuals with an income less than or equal to one hundred percent (100%) 29 of the federal poverty level, CONTRACTOR shall not impose charges on any such individual for the 30 provision of services under this Agreement. 31 2. In the case of individuals with an income greater than one hundred percent (100%) of the 32 federal poverty level, CONTRACTOR may charge client fees based on a schedule of charges approved 33 by the ADMINISTRATOR. CONTRACTOR may not charge client fees without an approved fee 34 schedule that complies with Ryan White Act legislative intent. 35 3. In the case of individuals with an income greater than one hundred percent (100%) of the 36 federal poverty level and not exceeding two hundred percent (200%) of such poverty level, 37

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CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent (5%) of the annual gross income of the individual involved.

- 4. In the case of individuals with an income greater than two hundred percent (200%) of the federal poverty level and not exceeding three hundred percent (300%) of such poverty line, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding seven percent (7%) of the annual gross income of the individual involved.
- 5. In the case of individuals with an income greater than three hundred percent (300%) of the federal poverty level, CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding ten percent (10%) of the annual gross income of the individual involved.
- 6. In the case of individuals with an income greater than five hundred percent (500%) of the federal poverty level, CONTRACTOR shall allow an exception for individuals with documentation to receive services with prior approval of ADMINISTRATOR.
- 7. As required by HRSA, CONTRACTOR must have in place policies and procedures for collecting a nominal fee, greater than zero, based on an individual's annual income and documenting that a client has met their annual cap on charges.
- 8. As required by HRSA, CONTRACTOR must have in place a process for documenting fees collected and waiving of fees when the client reaches their annual cap.
- 9. As required by HRSA, CONTRACTOR shall not deny services based on the individual's failure to pay fee.
- 10. CONTRACTOR shall not report individuals to a debt collection agency for failure to pay fee.

II. BUDGET

- A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph for each Period as set forth in this Exhibit B to the Agreement.
 - B. Period One shall be based on services provided from March 1, 2020 through February 28, 2021
 - C. Period Two shall be based on services provided from March 1, 2021 through February 28, 2022
- D. Period Three shall be based on services provided from March 1, 2021 through February 28, 2023
- E. CONTRACTOR agrees that the number and type of services and the corresponding Aggregate Maximum Obligations for each Period, may be adjusted by mutual agreement of ADMINISTRATOR and CONTRACTOR during the term of the Agreement; provided, however that the total of any such adjustments shall not cause the total budget to exceed the Aggregate Maximum Obligation for each Period as set forth in the Referenced Contract Provisions of the Agreement.

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F. BUDGET ALLOCATION DISTRIBUTION:

Type of Services	Annual Aggregate
	Maximum Obligation
Medical Retention	\$684,313
Linkage to Care	\$417,901
Client Support Services	\$438,933
Client Advocacy	\$198,833
Benefits Counseling	\$ 92,000
Eligibility Screening	\$285,530
Mental Health	\$ 43,300
Health Insurance Premium and Cost Sharing	\$ 65,000
Emergency Financial Assistance for Medications	\$ 6,000
Home Health Care	\$ 1,011
Home and Community-Based Health/Rehabilitation	\$134,100
Medical Nutrition Therapy	\$115,000
Food Bank - Core	\$ 40,000
Food Bank – Supply	\$154,405
Nutritional Supplements	\$ 58,000
Home-Delivered Meals	\$ 10,000
Medical Transportation	\$271,015
Minority AIDS Initiative (MAI) – Medical Retention	\$131,737
Minority AIDS Initiative (MAI) – Linkage to Care	\$252,558
Minority AIDS Initiative (MAI) – Performance Bonus	\$ 0

G. Catalog of Federal Domestic Assistance (CFDA) Information

1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

CFDA Year:	2020-2023	
CFDA No:	93-914	
Program Title:	HIV Emergency Relief Project Grants (B)	
Federal Agency: Department of Health and Human Services		
Award Name:	HIV Emergency Relief Projects Grants (B) (Ryan White Part A)	
Amount:	\$ 9,885,390 (estimated)	

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CFDA Year:	2020-2023	
CFDA No.:	14.241	
Program Title:	Housing Opportunities for Persons with AIDS (indirect)	
Federal Agency: Department of Housing and Urban Development		
Award Name:	Housing Opportunities for Persons with AIDS (indirect)	
Amount:	\$ 313,518 (estimated)	

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2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

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3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

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III. DEFINITIONS

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

- A. <u>Administrative Costs</u>: Administrative Costs are those not directly associated with service provision. Examples of Administrative Costs include staff time and costs associated with preparing fiscal and program reports, correspondence regarding reporting requirements, and attending meetings or trainings related to requirements of the Contract. Details on Administrative Costs can be found in HRSA Policy Clarification Notice #15-01 available at: https://hab.hrsa.gov/sites/default/files/hab/Global/pcn1501.pdf. Total Project Administrative Costs cannot exceed ten percent (10%) of the total gross costs of each Project.
- B. <u>AIDS Drug Assistance Program (ADAP)</u>: Administered by states, ADAP provides Food and Drug Administration (FDA)-approved medications to low-income individuals with HIV who have limited or no coverage from private insurance or Medi-Cal.
- C. <u>Anti-Retroviral Treatment and Access Services (ARTAS)</u>: An evidenced-based intervention for linking and engaging individuals in HIV care.
- D. <u>Client</u>: An individual who is eligible for and utilizes services funded by the Ryan White Act or HOPWA.
- E. <u>Client Support</u>: The provision of needs assessment and timely follow up to ensure clients are accessing needed supportive services. This service can be provided by non-medically credentialed staff.
- F. <u>Core Medical Services</u>: Services defined by the Health Resources and Services Administration (HRSA) as core medical services including: Outpatient/Ambulatory Medical Care, Medical Case Management, Mental Health Services, Oral Health Care, Medical Nutrition Therapy, and Home Health

- Care. Details on HRSA service categories definitions can be found in HRSA Policy Clarification Notice #16-02 available at: https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/Service CategoryPCN_16-02Final.pdf
- G. <u>Cultural Competence</u>: The knowledge, understanding, and skills to work effectively with individuals from differing cultural backgrounds.
- H. <u>Directly Affected Party</u>: Any individual or entity directly affected by the outcome of a decision related to funding, specifically including: a) providers eligible to receive Ryan White and/ or HOPWA funding; b) consumer groups or persons living with HIV; c) coalitions and caucuses.
- I. <u>Durable Medical Equipment (DME)</u>: Durable Medical Equipment includes medical equipment that is placed in one's home to facilitate treatment and/or rehabilitation.
- J. <u>Emergency Financial Assistance for Medications</u>: The provision of payments to pharmacies or other licensed dispensaries of medications or the establishment of programs to assist with emergency payments for medication when other resources are not available.
- K. <u>Equipment</u>: Personal property procured or fabricated that is complete in itself, of durable nature, has an expected useful life of one (1) or more years, and an original purchase price of \$5,000.00 or more, including tax, per item.
- L. <u>Fee-For-Service</u>: The method of billing for health services whereby a physician or other health service provider/Community Based Organization charges the payer (whether it be the patient or their health insurance plan) separately for each patient encounter or service rendered.
- M. <u>Food Bank</u>: The provision of supplemental food to eligible clients through a food pantry. It does not include providing clients funding to purchase food or meals. Food from at least four out of the five basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service must include documented ongoing education and referral of all clients to the food stamp program (if eligible) and community programs.
- N. <u>Grant Recipient</u>: Local recipient of Ryan White Act funds. The Orange County Health Care Agency is the Grant Recipient for Ryan White Part A funds in Orange County and referred to as the Grant Recipient throughout this RFA, as appropriate.
- O. <u>Grievant</u>: A person or entity meeting the definition of an "Applicant" or a "Directly Affected Party" who is seeking a structured resolution of a grievance through the County's Contract Selection and Awards Grievance Process.
- P. <u>Health Insurance Premium/Cost Sharing:</u> The provision of financial assistance on behalf of eligible individuals living with HIV to maintain continuity of health insurance or to receive medical benefits under a health insurance program.
- Q. <u>Health Resources and Services Administration (HRSA)</u>: The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White HIV/AIDS Extension Act of 2009.

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- R. <u>Historically Underserved and Disproportionately Affected Populations/Subpopulations</u>: Populations and subpopulations with demonstrated higher rates of HIV infection or who have had proportionately less access to services over the history of the epidemic. This includes African Americans, Asians and Pacific Islanders, Hispanic ethnic groups, Native Americans, men who have sex with men, substance users including injection drug users, women of childbearing age (13 years and older), transgender individuals, homeless PLWH, immigrants, recently incarcerated PLWH, and sex workers.
 - S. <u>HIV Competency</u>: Having knowledge of and experience with HIV, the needs of infected clients, and related community resources.
 - T. <u>HIV-Affected Individual</u>: An individual who provides physical and/or emotional support and care to an HIV-infected individual.
 - U. <u>HIV Planning and Coordination (HIVPAC)</u>: A unit of the Health Care Agency responsible for the administration of HIV care services, HIV prevention services, and HIV surveillance.
 - V. <u>Home and Community-Based Health Services</u>: The provision of paraprofessional health services, based on a written plan of care established by a licensed health care professional. Inpatient hospital services, nursing homes, and other long-term care facilities are not included.
 - W. <u>Home Delivered Meal</u>: The provision of nutritionally balanced prepared meals to individuals who are home-bound due to physical disability and/or unable to independently prepare meals
 - X. <u>Home Health Care</u>: The provision of services in the home by licensed health care workers, such as nurses, and the administration of specialized treatments and therapies based on a written plan of care established by a licensed health care professional. Hospice services include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.
 - Y. <u>Housing Opportunities for Persons with AIDS (HOPWA)</u>: Federal program of the U.S. Department of Housing and Urban Development to fund housing and supportive services for individuals living with HIV.
 - Z. <u>Intern</u>: A person enrolled in an accredited undergraduate or graduate-level program in public health, health education, or in a related field; or a person receiving certification in social work or a behavioral health discipline and performing functions under the supervision and/or auspices of that program or licensing board.
 - AA. <u>Linkage to Care</u>: A range of client-centered services to link newly diagnosed individuals and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access Services (ARTAS) strengths-based model.
 - AB. <u>Medical Nutrition Therapy</u>: The provision of nutritional counseling based on a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian. This service is intended to provide medically necessary referrals to food services. Medical necessity is determined

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based on an individual's nutritional plan. The plan ensures that clients have access to food and nutritional supplements that promote appropriate weight, address specific medical issues, and/or ensure medication adherence.

- AC. Medical Retention: A range of client-centered services that link clients with access to medically appropriate levels of health and support services and continuity of care, provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters including face-to-face, phone contact, and any other form of communication.
- AD. <u>Medical Transportation:</u> Conveyance services by taxi and provider van provided to a client in order to access HIV-related health care services. Services may be provided routinely or on an urgent basis.
- AE. Mental Health: Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental condition provided by a mental health professional licensed or authorized within the state to render such services. This typically includes psychiatrists, psychologists, marriage and family therapist, licensed clinical social workers, and appropriate interns. Services may include individual counseling and/or therapeutic or group counseling.
- AF. <u>Minority AIDS Initiative (MAI)</u>: Federal initiative to provide funding across several U.S. Department of Health and Human Services agencies/programs, including Ryan White, to strengthen organizational capacity and expand HIV-related services in minority communities. As used throughout this RFA "MAI" references only Ryan White funding.
- AG. <u>Nutritional Supplement</u>: The provision of high-caloric nutritional supplements to individuals experiencing difficulty maintaining appropriate weight levels through consumption of non-specialty foods. Services are to be provided by a licensed registered dietitian, registered nurse, nurse practitioner, or medical doctor. Supplements may include, but are not limited to, nutritional drinks (such as Ensure) and bars. Non-prescription basic multi-vitamins may also be offered
- AH. Orange County Continuum of HIV Care: The Continuum of Care provides a visual "cascade" of individuals living with HIV. In Orange County, the Continuum includes those estimated to be infected with HIV, those diagnosed with HIV, those linked to HIV care, and those with an undetectable viral load.
 - AI. PLWH: Person(s) Living with HIV.
- AJ. <u>Project</u>: The services to be provided. Project, program, and services are used interchangeably throughout the document.
- AK. <u>Quality Management</u>: A Quality Management program is the coordination of activities aimed at improving client care, health outcomes, and client satisfaction. Details on Quality Management can be found in HRSA Policy Clarification Notice #15-02 available at: https://hab.hrsa.gov/sites/default/files/hab/Global/CQM-PCN-15-02.pdf
 - AL. Volunteer: A person who provides unpaid support to a program, project, or organization.

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IV. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

- A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established by ADMINISTRATOR.
- B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Agreement are given information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.

V. GENERAL REQUIREMENTS

- A. CONTRACTOR shall adhere to HRSA guidelines, Ryan White Act Funds are to be used as payer of last resort.
- B. CONTRACTOR shall establish a plan to recover, extent feasible, third-party revenues to which it is entitled for services provided; garner all other available federal, state, local and private funds; and charge beneficiaries according to their ability to pay for services without creating a barrier to those services.
- C. CONTRACTOR shall utilize outcome measures, as approved by County, and will document efforts to track outcome measures by submitting written reports to, and as prescribed by, the County. Performance Outcome guidelines and measures are set forth by HRSA as indicated under each Project. The HIVPAC Quality Management Committee may establish additional measures.

VI. PAYMENTS

- A. BASIS FOR REIMBURSEMENT CONTRACTOR shall submit its invoices to ADMINISTRATOR. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) days after receipt of the correctly completed invoice form.
- 1. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee-for service for providing services described hereunder:

Medical Retention Services	\$37.50 per 15 minutes
Linkage to Care	\$30.00 per 15 minutes

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Client Support Service	\$30.00 per 15 minutes
Client Advocacy	\$21.25 per 15 minutes
Benefits Counseling	\$30.00 per 15 minutes
Eligibility Screening	\$30.00 per 15 minutes
Mental Health:	
15 minute face-to-face initial assessment	\$22.67 per client
15 minute face-to-face individual	\$20.53 per client
15 minute face-to-face group counseling (up to 5 clients per	\$4.80 per client
group session)	
60 minute psychological (testing evaluation) assessment	\$115.07 for the first hour
	\$87.61 for additional hours
Home Health Care (Nursing by registered nurse)	\$21.00 per 15 minutes
Home and Community-Based Health Services/Rehabilitation:	
Home visit for assistance with activities of daily living and	\$3.88 per 15 minutes
personal care	
Home health aide or certified nurse assistant, providing care	\$9.00 per 15 minutes
in the home	
Medical Nutrition Therapy	\$31.25 per 15 minutes
Food Bank - Core	\$50.00 per order
Nutritional Supplements	\$75.00 per order
Food Bank – Support	\$50.00 per order
Home Delivered Meals	\$8.00 per meal

- 2. COUNTY shall reimburse CONTRACTOR monthly in arrears as actual cost plus a processing fee for Health Insurance Premium and Cost Sharing services, Emergency Financial Assistance for Medications. Processing fee is limited to ten (10) percent of total allocation of Health Insurance Premium and Cost Sharing services and Emergency Financial Assistance for Medication. Emergency Financial Assistance provides limited one-time or short-term payments to assist an HRSA Ryan White HIV/AIDS Program (RWHAP) client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program or AIDS Pharmaceutical Assistance, or another HRSA RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.
- 3. COUNTY shall reimburse CONTRACTOR monthly in arrears for Medical Transportation Services per Orange County Transportation Authority (OCTA) rates below:

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Bus Passes	OCTA Rate
Reduced fare one-day bus pass	\$1.50
Regular fare one-day bus pass	\$5.00
Reduced fare 30-day bus pass	\$22.25
Regular fare 30-day bus pass	\$69.00
ACCESS Services	OCTA Rate
One-way trip within Orange County	\$3.60

4. COUNTY shall reimburse CONTRACTOR monthly in arrears for Van Ride per rates below:

Level of	0-5	6-10	11-15	16-20	21-25	26-30	31-35	36+ Miles
Service	Miles							
Ambulatory	\$17.26	\$25.05	\$33.15	\$49.20	\$59.14	\$71.82	\$91.17	\$3.00/Mile
Wheelchair	\$32.29	\$40.05	\$48.18	\$64.20	\$74.14	\$86.82	\$106.17	\$3.00/Mile
								+ \$15.00
								Tiedown
								Fee

- 5. COUNTY shall reimburse CONTRACTOR monthly in arrears for Ride-share: \$2.00 per mile for up to 40 miles/ \$2.25 per mile for trips forty-one 41 miles or more.
- 6. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee-for service for Minority Aids Initiative Case Management (MAI) services described hereunder:

MAI - Medical Retention	\$37.50 per 15 minutes				
Services					
MAI - Linkage to Care	\$30.00 per 15 minutes				
Annual Performance Bonus	\$63.00 per client for clients who reach or				
	maintain viral load suppression				

Contractors who maintain or achieve viral load suppression for MAI eligible clients are eligible to receive the performance bonus. The performance bonus will be distributed on an annual basis and will be awarded upon successful completion of reporting requirements set forth by HIVPAC.

7. Provided, however, the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations

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- B. PAYMENT METHOD COUNTY shall pay CONTRACTOR monthly in arrears the fee-for-service of Case Management; Referral for Health Care and Support Service; Mental Health; Home and Community-Based Health Care/Rehabilitation; Medical Nutrition Therapy; Food Bank and Home Delivered Meals; Nutritional Supplements and Medical Transportation services.
- C. COUNTY shall pay CONTRACTOR monthly in arrears the actual cost for Health Insurance Premium and Cost Sharing, Emergency Financial Assistance for Medications provided for Ryan White eligible services, however, the total of such payments shall not exceed the COUNTY's Aggregate Maximum Obligation.
- D. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed billing form. Invoices received after the due date may not be paid within the same month.
- E. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement.
- F. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
- G. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of this Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting, correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of this Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.
- H. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.
- I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit B to the Agreement.

VII. REPORTS

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports Paragraph shall be cause for ADMINISTRATOR to

withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit B to the Agreement.

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- 1. In support of monthly billings, CONTRACTOR shall submit monthly expenditure and units of service reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report expenditure and units of service for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit B to the Agreement, the number of HIV infected individuals served, and the number of service units provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- 2. CONTRACTOR shall submit quarterly Year-End Projection **Reports** to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit B to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the third Monday of the following months each year: June, September, and December; unless otherwise agreed to in writing by ADMINISTRATOR. The Year-End Cost Report shall be submitted to the ADMINISTRATOR on the last Friday of April each year; unless otherwise agreed to in writing by the ADMINISTRATOR.
- C. PROGRAMMATIC CONTRACTOR shall submit biannual programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the third Monday of March and September each year.
- D. RSR CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about CONTRACTOR's organization. RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year.
- E. Countywide Data Reporting CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White Act funded services. For purposes of this Agreement, real-time data

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reporting shall be defined as entering data into the COUNTY's designated data system within five (5) business days of providing services, unless otherwise agreed upon in writing, by ADMINISTRATOR.

- F. QM REPORTS CONTRACTOR shall submit an annual QM Report with appropriate signature(s) to ADMINISTRATOR on the last business day of March each year; unless otherwise agreed to in writing by the ADMINISTRATOR. The QM Report shall be submitted in a format provided or approved by ADMINISTRATOR. The QM Report shall include but not be limited to:
 - 1. Summary of QM activities;
- 2. Service-specific outcome measure results as outlined in the annual Ryan White performance measures;
 - 3. Summary of findings; and
 - 4. Summary of how findings will be addressed.
- G. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
- ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.
- H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit B to the Agreement.

VIII. <u>SERVICES</u>

- A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are living with the HIV, in accordance with this Agreement. Parties understand that Common Standards of Care have been developed for all HIV Services and service-specific Standards of Care have been developed for some services. CONTRACTOR shall adhere to standards of care approved by ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to adjust the Eligibility, Units of Service, and Staffing Subparagraphs set forth below for each program.
- 1. CONTRACTOR acknowledges that this Agreement is funded through the Ryan White Act, and that said funding is to be funding of last resort and may only be used to provide services when adequate alternative services are unavailable and no other resources exist to fund the services.
- 2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV. Signed MOU with major points of entry shall be established and must include the names of parties involved, time frame of agreement, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

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- 3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including basic eligibility for all Ryan White services that includes proof of HIV status, proof of residency within Orange County, and lack of other sources of services. CONTRACTOR shall verify service specific service qualifications as outlined in the Requirements to be eligible and qualify document.
- a. CONTRACTOR shall document verification of eligibility on forms provided or approved by ADMINISTRATOR.
- b. Eligibility must be evaluated at least every six (6) months or when the client's eligibility or service qualifications change.
- 4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity, gender, date of birth, living situation, income, source of insurance, CDC disease stage, and risk factors, and types of service provided.
- 5. CONTRACTOR shall establish protocols for each of the contracted services within thirty (30) calendar days after contract commencement and submit the protocols to ADMINISTRATOR for approval. Protocols shall be consistent with contractual program requirements and standards of care provided by ADMINISTRATOR.
- 6. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding source, with respect to any person who receives services under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religious creed or cult, denomination or sectarian institution, or religious belief.
- 7. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.
- 8. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and the cost-effectiveness of HIV-related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including, at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. In addition, CONTRACTOR shall submit any data or report of agencies providing services with Ryan White Act or MAI funds required by the funding source and the department of Housing and Urban Development when providing services with HOPWA funds.
- B. CASE MANAGEMENT Medical Case Management ensures individuals are linked to and engaged in core medical services. Medical Case Management consists of a range of client-centered

services that link clients with access to medically appropriate levels of health and support services and continuity of care. Medical Case Management services are provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters including face-to-face, phone contact, and any other form of communication. These services ensure timely and coordinated access to medically appropriate levels of health and support services. Medical Case Management should also ensure continuity of care through ongoing assessment of the client's needs and personal support systems. Key activities include:

- 1) Initial assessment of service needs;
- 2) Development of a comprehensive, individualized service plan;
- 3) Coordination of services required to implement the plan;
- 4) Monitoring of client to assess the efficacy of the plan;
- 5) Periodic re-evaluation at least every three months and adaptation of the plan, as necessary; and
 - 6) Clear documentation of assessment, plan, and referrals.

Level of Medical Case Management:

- 1. Medical Retention Services (MRS) Medical Case Management services shall focus on ensuring medical adherence and retention in care. Individuals who are successfully engaged in care should have a plan for transitioning out of Medical Case Management services. MRS is intended for individuals who are:
 - a. Not adherent to HIV medication;
 - b. Medically compromised or have a viral load greater than 100,000 copies/mL; and/or
 - c. Dealing with medical co-morbidities that impede medical care adherence.
- 2. Linkage to Care A range of client-centered services to link newly diagnosed individuals and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access Services (ARTAS) strengths-based model. The preferred model for the ARTAS Linkage to Care service is to have dedicated medical case management staff distinct from other medical case management staff who provide services beyond the initial ARTAS intervention. The ARTAS Linkage to Care program shall be limited to six (6) months. Individuals that require additional assistance beyond six (6) months shall be transitioned to other levels of case management as deemed appropriate based on identified client need. LTC is intended for individuals who are:
 - a. Newly HIV-diagnosed;
 - b. New to Orange County and have not linked to a HIV medical provider;
 - c. Returning or re-engaging to HIV care; and/or
 - d. Transitioning to another payer source and have not linked to a HIV medical provider.
- 3. Non- Medical Client Support Services The provision of psychosocial support service assistance to medically stable individuals. This includes the provision of needs assessment and timely

follow up to ensure clients are accessing needed supportive services. Non-medically credentialed staff 1 can provide Service Coordination Case Management. Key activities include: 2 a. Initial assessment of service needs; 3 b. Development of a comprehensive, individualized service plan; 4 c. Coordination of services required to implement the plan; 5 d. Monitoring of client to assess the efficacy of the plan; 6 e. Periodic re-evaluation at least every six (6) months and adaptation of the plan, as 7 8 necessary; and f. Clear documentation of assessment, plan, and referrals. Client Support Services may 9 be used as a "step-down" model for transitioning clients to increasing levels of self-sufficiency. 10 4. CONTRACTOR shall provide access to a full range of services. Services must be 11 consistent with Standards of Care provided by ADMINISTRATOR. These services ensure timely and 12 coordinated access to appropriate levels of health and support services. 13 14 and personal support systems. 15

- 5. Services should ensure continuity of care through ongoing assessment of the client's needs
- 6. CONTRACTOR shall implement appropriate strategies to improve access to care and adherence to treatment.
- 7. CONTRACTOR shall provide activities as follows and shall include written justification for providing services to individual clients in the client's home, in the hospital, or at any location other than CONTRACTOR's offices. All activities relate to the client's care shall be documented in the client record. CONTRACTOR shall conduct the following activities:
 - a. Client Registration:
- 1) Perform client registration within five (5) business days of the client's referral or initial client contact. Client registration shall include gathering of pertinent client information necessary to establish the client's eligibility, demographic information, and information necessary for federal reporting.
- 2) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including: consent for client information to be entered in County wide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, and releases of information as appropriate.
 - b. Psychosocial Assessment:
- 1) The assessment process shall start within five days of client registration and must be completed within thirty (30) days. Areas of assessment should include, but not be limited to: medical need; understanding of HIV transmission factors; substance use; mental health issues; financial needs; nutritional needs; housing and living situation; social and emotional support; legal issues; and transportation.

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- 2) Utilize a psychosocial assessment tool and complete a client acuity scale as determined by agreement between ADMINISTRATOR and CONTRACTOR to record and monitor client needs.
- 3) Match the education/experience level of the case manager to client acuity/needs. Where appropriate, CONTRACTOR may use an interdisciplinary team approach to case management.
- 4) Periodically assess and re-evaluate client's level of functioning and changing clinical and psychological needs. As specified by ADMINISTRATOR in the Standards of Care,
- a) CONTRACTOR shall conduct formal reassessment at minimum as follows, depending on the client's health status and level of functioning as determined by the primary case manager.

Level of Case Management	Minimum Psychosocial Assessment Frequency	Minimum Contact Frequency	
Medical Retention Services	3 months	1 month	
Linkage to Care Services	3 months	twice a month	
Client Support Services	6 months	3 months	

- 5) Maintain regular and appropriate contact with clients or with person(s) responsible for providing care, in the case of dependent clients. Periodicity should be based on client need and acuity level and on minimum standards set by ADMINISTRATOR in the Standards of Care, as noted above.
- c. Education: Incorporate general and client-specific prevention education into case management sessions.
 - d. Individual Service Plan (ISP):
- 1) Develop an ISP with specific client goals, actions to be taken, timeframes for actions, and responsible parties for each activity within thirty (30) calendar days of the client's registration.
- 2) Work collaboratively with the client and involve the client in the development of the ISP.
- 3) Modify the ISP as the client's needs change. The ISP shall be a living document and updated as frequently as required based on client's goals and progress. CONTRACTOR shall update the ISP at a minimum of every six (6) months.
 - e. Referral/Advocacy and Coordination of Services:
- 1) Based on the client's registration and assessment, refer client to appropriate health, social services, and entitlement programs available in-house or in the community (inclusive of HIV-related and non-HIV-related private and/or governmental services).

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- 2) Contact agency to which client was referred to make sure linkages were established.
 - f. Follow-Up and Monitoring:
- 1) Periodically contact clients to assess and re-evaluate client's level of functioning and changing clinical and psychological needs based on assessed acuity.
- 2) Respond in a timely and appropriate manner to client requests for assistance and to client needs.
 - 3) Conduct follow-up on clients who fall out of care.
- 4) Make reasonable attempts to maintain clients who have behavioral issues that impede delivery of services in Case Management. This may include establishing behavioral contracts for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation necessitating behavioral contracts for continuation of services.
 - g. Coordination of Medical Care:
- 1) Assess client's access to medical care and any barriers to care. Case managers shall make an effort to identify barriers to adherence.
 - 2) Monitor client medication adherence and provide assistance as appropriate.
 - 3) Communicate barriers to adherence to client's medical care providers.
 - h. Service Closure:
 - 1) Document service closure of client in client file.
- 2) Make reasonable and appropriate attempts to locate and communicate with clients lost to follow-up before terminating services. The case manager may refer the case to an outreach worker in an attempt to bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a termination plan.
- 3) Close out the client in the data collection system within thirty (30) days of service closure.
- C. REFERRAL FOR HEALTH CARE AND SUPPORT SERVICES directs a client to needed core medical or support services in person or through telephone, written, or other type of communication. Activities provided under this service category may include referrals to assist HRSA Ryan White HIV/AIDS Program-eligible clients to obtain access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).
- 1. Client Advocacy The provision of basic needs assessment and assistance (through appropriate referrals) in obtaining medical, social, community, legal, financial, and other needed services. Key activities include:

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a. Assessment of service needs;

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- b. Provision of information and/or referrals;
- c. Assistance in obtaining registration information for individuals pending enrollment in a service and who are initiating a thirty (30) day grace period, if needed;
- d. Clear documentation of assessment and referrals. On-going follow-up with clients is not a requirement of Client Advocacy.
- 2. Benefits Counseling The provision of services that refer or assist eligible clients to obtain access to non-Ryan White public and private programs for which they may be eligible, including Medicaid, Medicare Part D, Social Security Disability Insurance, State Disability Insurance, Supplemental Security Income, General Relief, State Pharmacy Assistance Programs, Health Insurance Premium Programs, and other supportive services. Key activities include:
 - a. Assessment of service needs;
- b. Helping clients to understand eligibility criteria for benefits, the benefits provided by the program, the payment process and the rights of beneficiaries; providing consultation and advice regarding benefits programs;
 - c. Assistance in completing the benefits application forms;
 - d. Negotiating on the behalf of clients with benefits administration staff; and/or
- e. Referring to and coordinating with legal services in cases of administrative proceedings.
- 3. Eligibility Screening The Provision of services that assist individuals in identifying programs for which they are eligible. Screening is required for Ryan White services. Key activities include:
 - a. Obtaining proof of HIV status;
 - b. Assessment of Orange County residency;
 - c. Determining household income; and/or
- d. Assessing other prior resources (e.g., public or private insurance) and conducting an assessment of eligibility every six (6) months.
- e. Eligibility screening activities include centralized eligibility screening limited to established centralized eligibility screening locations that are ADAP certified that also provide OA-HIPP application processing. Staff providing Eligibility Screening shall obtain and maintain AIDS Drug Assistance Program (ADAP) certification in order to assist PLWH in obtaining medications or Office of AIDS Health Insurance Premium Program (OA-HIPP) through ADAP.

D. MENTAL HEALTH

1. The provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

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- 2. CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:
 - a. Client Registration:
- 1) Perform client registration within five (5) business days of the client's referral or initial client contact. Client Registration shall include gathering of pertinent client information necessary to establish the client's eligibility, demographic information, and information necessary for federal reporting.
- 2) Provide client with information that includes: client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including: consent for client information to be entered in Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, and releases of information as appropriate.
 - b. Comprehensive Assessment:
- 1) Begin assessment of client within one (1) week of client registration and complete assessment with in thirty (30) days. Areas of assessment should include, but not be limited to: mental health issues, medical need; understanding of HIV transmission factors; substance use; financial needs; social support, emotional support, legal issues, education and employment, and spirituality.
- 2) Conduct ongoing reassessments based on client's need but at minimum of once every twelve (12) months.
 - c. Individual Treatment Plan (ITP):
- 1) Develop an ITP with specific client goals, interventions proposed, timeframes for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.
 - 2) Review and revise ITP as necessary, at a minimum of every twelve (12) months.
 - d. Treatment Provision:
- 1) Provide individual therapy and/or group counseling sessions to clients based on the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.
- 2) Provide clients in crisis with immediate evaluation and, as appropriate based on evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing services to clients in crisis during regular business hours;
- e. Referrals / Coordination of Services / Linkages: Develop linkages with other community providers and mental health resources for client referrals, as appropriate. These providers and resources shall include, but not be limited to, other Orange County HIV care and treatment programs, case managers, and HIV education/prevention programs designed to prevent HIV transmission; and
 - f. Service Closure:
 - 1) Document service closure of client in client file.

- 2) Close out the client in the data collection system within thirty (30) days of service closure.
- g. The maximum number of individual counseling sessions provided under this service category is fifteen (15) sessions. Based on the client's therapeutic need, the therapist may increase the maximum number of sessions to twenty five (25) with prior written approval from the ADMINISTRATOR. Family and/or couples counseling also fall under this service category and is limited to a maximum of fifteen (15) sessions. The fifteen (15) sessions are in addition to the fifteen (15) individual counseling sessions available to a client and can be rendered in any combination of family and/or couples counseling sessions.
- h. Group counseling sessions consists of face-to-face contact between one (1) or more therapists and up to five (5) Ryan White eligible clients.

E. HEALTH INSURANCE PREMIUM AND COST SHARING

- 1. Health Insurance Premium/Cost Sharing The provision of financial assistance to eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. Health insurance also includes standalone dental insurance. The service consists of paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services, and pharmacy benefits that provide a full range of HIV medications for eligible clients; and/or paying standalone dental insurance premiums to provide comprehensive oral health care services for eligible clients; and/or paying cost sharing on behalf of the client.
 - 2. CONTRACTOR shall provide the following services:
- a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR.
- b. Assistance with co-pays for prescription eyewear for conditions related to HIV, mental health services, and Medicare Part D true out-of-pocket (TrOOP) costs may be provided under this service. Plans that include dental and vision benefits may be covered by Health Insurance Premium assistance. Individuals accessing this service must apply for the Office of AIDS-Health Insurance Premium Program (OA-HIPP).
- c. Share-of-cost is not covered under Health Insurance Premium and Cost Sharing Assistance for those clients who receive Medi-Cal without prior written approval by ADMINISTRATOR.
- d. Temporary coverage of insurance premiums shall consist of a program of financial assistance for eligible individuals with HIV designed to maintain continuity of health insurance until the client has been enrolled and accepted into a private, state, or federally supported medical insurance program. Coverage may include premium payments, risk pools, co-payments, and deductibles.
 - F. EMERGENCY FINANCIAL ASSISTANCE FOR MEDICATIONS

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short-term payments to assist an HRSA Ryan White HIV/AIDS Program (RWHAP) client with an urgent need for essential items or services necessary to improve health outcomes, including: utilities, housing, food (including groceries and food vouchers), transportation, medication not covered by an AIDS Drug Assistance Program (ADAP) or AIDS Pharmaceutical Assistance, or another HRSA

1. Emergency Financial Assistance for Medications - The provision of limited one-time or

- RWHAP-allowable cost needed to improve health outcomes. Emergency Financial Assistance must occur as a direct payment to an agency or through a voucher program.
 - 2. CONTRACTOR shall provide the following services:
- a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR.
- b. Coverage shall include the full cost of medications not covered by ADAP, co-pays for medications, and/or medical insurance premiums.
- c. Payments shall be made directly to pharmacies for drugs prescribed by a licensed medical provider. Requests for medication services must be submitted by the client within sixty (60) calendar days of receiving the medications.
- d. Medications for chronic use will be approved for one month only; during this time, the client's physician must attempt to secure the medication for the client through the Manufacturer's Patient Assistance Program. If the assistance program takes longer than one month, or if the client is denied, CONTRACTOR may approve ongoing assistance if the physician provides appropriate documentation.
- e. Drugs to be paid for must be on an approved list of drugs as determined by ADMINISTRATOR. CONTRACTOR may request that unlisted drugs be added to the approved list.
- f. Assistance with co-pays for Medicare Part D true out-of-pocket (TrOOP) costs may be provided under this service.

G. HOME HEALTH CARE

1. Home Health Care – The provision of services that are appropriate to an eligible client's needs and are performed by licensed professionals. Activities provided under Home Health Care must relate to the client's HIV disease and may include administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parenteral feeding), preventive and specialty care, wound care, routine diagnostics testing administered in the home, and other medical therapies. Hospice services include room, board, nursing care, mental health, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients. Hospice services may be reimbursed with prior written approval by ADMINISTRATOR. Inpatient hospital services, nursing homes, and other long-term care facilities are not allowed.

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- 2. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR.
- 3. CONTRACTOR shall provide Home Health Care services either directly by CONTRACTOR or by subcontractors. CONTRACTOR shall be responsible for the administration of the program, whether services are provided directly or via subcontract. Component services are:
- a. Professional care, which includes routine and skilled nursing, rehabilitation, or hospice care provided in the client's home or residential setting with prior written approval by ADMINISTRATOR. Skilled nursing services are provided by a Registered Nurse or a Licensed Vocational Nurse, and the services shall be within the scope of practice of the California Nurse Practice Act.
- b. Specialized care, which includes intravenous and aerosolized medication treatment, including prescription drugs administered as part of such therapy, diagnostic testing, parenteral feeding, and other highly technical services. Also included are incontinent supplies, sterile dressings, and other supplies. The need for specialized care shall be assessed by a registered nurse case manager and preapproved by CONTRACTOR's Clinical Director Programs prior to authorization.

H. HOME AND COMMUNITY-BASED SERVICES/REHABILITATION

- 1. The provision of services to an eligible client in an integrated setting appropriate to client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Services include appropriate mental health, developmental, and rehabilitation services, day treatment or other partial hospitalization services, durable medical equipment, and home health aide services and personal care services in the home. Inpatient hospital services, nursing homes, and other long-term care facilities are not included.
- 2. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR.
- 3. CONTRACTOR shall provide Home and Community-Based services either directly by CONTRACTOR or by subcontractors. CONTRACTOR shall be responsible for the administration of the program, whether services are provided directly or via subcontract. Component services are:
- a. Paraprofessional care, which includes homemaker, home health aide and personal/attendant care;
- 1) Home-health aide services shall include household services such as cleaning, laundry, shopping and errands, and other services necessary to allow clients to continue to live in their homes independently.
- 2) Home-health aide and personal or attendant services shall include services provided by a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services. These services include planning and preparing meals, taking vital signs, reporting changes in the client's

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condition and needs, and assisting the client with basic needs such as getting into and out of bed, bathing, dressing, and eating.

b. DME, which includes prosthetics, devices, and equipment used by clients in a home or residential setting, e.g., wheel chairs, shower benches, inhalation therapy equipment, hospital beds, bedside commodes, egg-crate mattresses, walkers and canes used to maintain clients' comfort and safety in the home setting. In-touch phones shall be provided to clients who need twenty-four (24) hour monitoring because of risk of falls or other hazards, but who do not require twenty-four hour attendant care.

MEDICAL NUTRITION THERAPY

- 1. The provision of nutritional counseling based on a physician's recommendation and a nutritional plan developed by a licensed, registered dietitian. This service is intended to provide medically necessary referrals to food bank and nutritional supplements. Medical necessity is determined based on an individual's nutritional plan. The plan ensures that clients have access to food and nutritional supplements that promote appropriate weight, address specific medical issues, and/or ensure medication adherence.
- 2. CONTRACTOR shall provide access to services to eligible clients. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:
 - a. Provide a nutritional assessment for each client;
 - b. Develop a nutrition plan; and
 - c. Facilitate referrals for nutrition services as appropriate.

J. FOOD BANK

- 1. The provision of supplemental food to eligible clients through a food pantry. It does not include providing clients funding to purchase food or meals. Food from at least four out of the five basic food groups must be offered. Food items must be nutritious and culturally appropriate. Service must include documented ongoing education and referral of all clients to the food stamp program (if eligible) and community programs.
- 2. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:
- a. Provide food to clients with consideration of client's nutritional needs and/or dietary restrictions;
- b. Ensure food bank order has, at minimum, an approximate retail value of fifty dollars (\$50).
 - c. Distribute food items prior to the labeled expiration date;
- d. Ensure that food bank menu items are inspected for quality and re-evaluated on a semiannual basis by a registered dietitian;

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- e. Ensure that food selections and services are culturally appropriate;
- f. Conduct a survey at least once per year to measure clients' satisfaction with the Food Bank menu;
- g. Make food bank orders available to clients at all Orange County Ryan White Act-funded agencies.

K. NUTRITIONAL SUPPLEMENTS

- 1. The provision of high-caloric nutritional supplements to individuals experiencing difficulty maintaining appropriate weight. Supplements are recommended by a licensed registered dietitian and approved by a physician. Supplements may include, but are not limited to, nutritional drinks (such as Ensure) and bars. Non-prescription basic multi-vitamins may also be offered.
- 2. CONTRACTOR shall provide access to the following Nutritional Supplements services. Services must be consistent with Standards of Care provided by ADMINISTRATOR.
- a. High calorie supplements recommended by a licensed registered dietitian and approved by a physician; and /or
- b. Multi-vitamin supplement through the Food Bank prescribed or recommended in writing as indicated above.
- c. Conduct, at a minimum, quarterly re-evaluations of client's nutritional needs and need for services.

L. HOME DELIVERED MEALS

- 1. The provision of nutritionally balanced prepared meals to individuals who are home-bound due to physical disability and/or unable to independently prepare meals.
- 2. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:
- a. Perform an initial meal assessment for each client to determine the nutritional needs and/or dietary restrictions;
- b. Conduct, at minimum, quarterly re-evaluations of client's nutritional needs and need for services;
- c. Ensure that each meal contains at least one (1) serving from each of the following food groups:
 - 1) Meat, fish, poultry, dry beans, eggs, and nuts;
 - 2) Rice, noodles, cereal and bread;
 - 3) Fruits and vegetables.
- d. Ensure that home-delivered meals items are inspected for quality and re-evaluated on a semi-annual basis by a registered dietitian;
 - e. Provide a minimum of two (2) meals a day to eligible clients;
 - f. Recruit, train, and supervise volunteer meals drivers;

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h. Disseminate information describing the meal program and eligibility requirements to ensure these services are known and accessible to individuals, groups and/or private and public agencies associated with providing services to HIV-infected individuals in Orange County.

M. MEDICAL TRANSPORTATION

- 1. The provision of nonemergency transportation that enables an eligible client to access or be retained in core medical and support services. Conveyance services by rideshare and provider van provided to a client in order to access HIV-related health care services. Services may be provided routinely or on an urgent basis.
- 2. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:
- a. Conduct client registration to gather necessary information and provide client with information regarding client's rights and services.
 - b. Assess the client's needs to determine best mode of transportation;
 - c. Schedule client rides and contact clients with confirmation;
- d. Maintain current records of client's name, date of trip, purpose of trip, and services provided;
 - e. Enroll all transportation staff in the DMV Pull Notice Program;
 - f. Conduct quarterly safety reviews with staff drivers;
- g. Comply with applicable California laws and regulations pertaining to safety inspections; and
 - h. Schedule and maintain records of all vehicle maintenance.
- i. Medical transportation services must be provided in conjunction with a known upcoming health care appointment.
- 3. The most cost-effective means of transportation that meets client's needs shall be utilized. Clients whose medical transportation needs may be met by using bus passes or ACCESS coupons shall receive those services through case management or client advocacy services.

N. MINORITY AIDS INITIATIVE CASE MANAGEMENT (MAI)

- 1. Minority AIDS Initiative (MAI) Case Management services are intended to address the needs of ethnic minority populations (African American, Latino, and Asian Pacific Islanders) who are living with HIV reach viral load suppression at the same percentage as the general population living with HIV. MAI funded activities must be targeted to improve HIV-related health outcomes, reduce existing racial and ethnic health disparities, and contribute to improvements along the HIV care continuum.
- 2. MAI Medical Case Management ensures individuals are linked to and engaged in core medical services. MAI Medical Case Management consists of a range of client-centered services that

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link clients with access to medically appropriate levels of health and support services and continuity of care. MAI Medical Case Management services are provided by trained professionals, including both medically credentialed and other health care staff who are part of the clinical care team, through all types of encounters including face-to-face, phone contact, and any other form of communication. These services ensure timely and coordinated access to medically appropriate levels of health and support services. MAI Medical Case Management should also ensure continuity of care through ongoing assessment of the client's needs and personal support systems. Key activities include:

- a. Initial assessment of service needs;
- b. Development of a comprehensive, individualized service plan;
- c. Coordination of services required to implement the plan;
- d. Monitoring of client to assess the efficacy of the plan;
- e. Periodic re-evaluation at least every three months and adaptation of the plan, as necessary; and
 - f. Clear documentation of assessment, plan, and referrals.
- 3. Medical Retention Services (MRS): MRS services shall focus on ensuring medical adherence and retention in care. Individuals who identify as ethnic minorities who are successfully engaged in care should have a plan for transitioning out of MRS. MRS services are intended for individuals who identify as ethnic minorities who are:
 - a. Returning or re-engaging to HIV care;
 - b. Not adherent to HIV medication;
 - c. Medically compromised or have a viral load greater than 100,000 copies/mL; and/or
 - d. Dealing with medical co-morbidities that impede medical care adherence.
- 4. Linkage to Care (LTC): LTC services to link newly diagnosed individuals that identify as ethnic minorities and those needing re-engagement in HIV care must utilize the Anti-Retroviral Treatment and Access Services (ARTAS) strengths-based model. The preferred model for the ARTAS Linkage to Care service is to have dedicated medical case management staff, distinct from other medical case management staff who provide services beyond the initial ARTAS intervention. The ARTAS Linkage to Care program shall be limited to six (6) months. LTC should include referral/linkage to Rapid Anti-Retroviral Treatment (ART) services. Individuals that require additional assistance beyond six (6) months shall be transitioned to other levels of case management as deemed appropriate based on identified client need. LTC services are intended for individuals who identify as ethnic minorities who are:
 - a. Newly HIV-diagnosed within six (6) months;
 - b. New to Orange County and have not linked to a HIV medical provider; and/or
 - c. Returning or re-engaging to HIV care.
- 5. Performance Bonus: Contractor who maintain or achieve viral load suppression for MAI eligible clients are eligible to receive the performance bonus, the performance bonus will be distributed

on an annual basis and will be awarded upon successful completion of reporting requirements set forth by ADMINISTRATOR.

- O. Quality Management (QM) Activities
- 1. CONTRACTOR shall participate in QM activities including, but not limited to, participation on the QM Committee, QM trainings, development of standards of care, peer review, and the establishment of countywide goals and objectives.
- P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit B to the Agreement.

IX. STAFFING

- A. CONTRACTOR shall adhere to staffing requirements as stated in Standards of Care provided by ADMINISTRATOR.
 - B. CONTRACTOR shall ensure that
- 1. Paraprofessional services are provided by a homemaker, a home-health aide, a nurse assistant certified by the State of California, or an individual who has successfully completed a minimum of forty (40) hours of orientation and training in providing personal care services;
- 2. Registered Nurses providing care possess a current California license, and have experience and/or education demonstrating knowledge of techniques and principles of home-health care.
- C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C TO AGREEMENT FOR PROVISION OF HIV CARE SERVICES BETWEEN COUNTY OF ORANGE AND «UC_ NAME» «UC_ DBA»

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

- 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.
- 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.
- 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
- 4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
- 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
- 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the

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terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to

- 1. "<u>Administrative Safeguards</u>" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
 - a. Breach excludes:
- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retains such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "<u>Data Aggregation</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "<u>Designated Record Set</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

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- 5. "<u>Disclosure</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 6. "<u>Health Care Operations</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 7. "<u>Individual</u>" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 8. "<u>Physical Safeguards</u>" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 9. "<u>The HIPAA Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10. "<u>Protected Health Information</u>" or "<u>PHI</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
- 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 14. "<u>The HIPAA Security Rule</u>" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 17. "<u>Unsecured PHI" or "PHI that is unsecured"</u> means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
- 18. "<u>Use</u>" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

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- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY

concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Paragraphs E, below:
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract. 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or

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

E. DATA SECURITY REQUIREMENTS

- 1. Personal Controls
- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

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EXHIBIT C

2. Technical Security Controls

- a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.
- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must

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

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files

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containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

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

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

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- 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable

requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

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

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EXHIBIT C MA-042-20011019

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

I. OBLIGATIONS OF COUNTY

- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.
- 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

- 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
- a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
- b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
- a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
 - b. CONTRACTOR shall retain no copies of the PHI.
- c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

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15 of 15 «UC_NAME» «UC_DBA»

EXHIBIT D 1 TO AGREEMENT FOR PROVISION OF 2 HIV CARE SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 **AND** 6 «UC_NAME» 7 \ll UC_DBA \gg 8 MARCH 1, 2020 THROUGH FEBRUARY 28, 2023 9 10 I. PERSONAL INFORMATION AND SECURITY CONTRACT 11 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in 12 effect or as amended. 13 A. DEFINITIONS 14 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall 15 include a "PII loss" as that term is defined in the CMPPA. 16 2. "Breach of the security of the system" shall have the meaning given to such term under the 17 California Information Practices Act, Civil Code § 1798.29(d). 18 19 3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services 20 Agency (CHHS). 21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database 22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by 23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection 24 with performing the functions, activities and services specified in the Agreement on behalf of the 25 COUNTY. 26 5. "IEA" shall mean the Information Exchange Agreement currently in effect between the 27 Social Security Administration (SSA) and DHCS. 28 6. "Notice-triggering Personal Information" shall mean the personal information identified in 29 Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under 30 Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, 31 identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or 32 voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in 33 electronic, paper or any other medium. 34 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the 35 IEA and CMPPA. 36

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- 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).
- 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF AGREEMENT

- 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.
- 2. Responsibilities of CONTRACTOR CONTRACTOR agrees:
- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

| //

- 1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit C to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.
- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

3 of 4

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit C to the Agreement.

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

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EXHIBIT D MA-042-20011019

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Contract Summary Form

HIV Care Services

AIDS Services Foundation Orange County dba Radiant Health Centers Laguna Beach Community Clinic, Inc. Shanti Orange County

SUMMARY OF SIGNIFICANT CHANGES

This is a Master Agreement for period of March 1, 2020, through February 28, 2023, resulting from a solicitation by the Health Care Agency on September 30, 2019. Aggregate Total Maximum Obligation will be shared between all of the Providers.

SUBCONTRACTORS

This Master Agreement allows for subcontracting with Orange County Health Care's consent pursuant to HIV Care Services within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/contract amount, the department will bring the item back to the Board of Supervisors for approval.

Subcontractor Name	Service(s)	Amount	
Benchmark Home Care	Home Health, Homemaker, Certified Nursing	Unknown - provider	
Services, Inc.	Assistant, Professional Nursing and Specialized	in negotiation	
	Care Services		
Tunstall / Maddocks at	Lifeline Services	Unknown - provider	
Lifeline Safe Living for Seniors		in negotiation	
Shield Health Care	Specialized Care	Unknown - provider	
		in negotiation	

CONTRACT OPERATING EXPENSES

This Master Agreement does not include a specific budget, as services are reimbursed at established Fee-for-Service rate and Actual Cost for a total aggregate Maximum Obligation of \$10,198,909.

Service rate and Actual Cost for a total aggregate Maximum Congation of \$10,	130,303.
Services Receiving Funding From Ryan White Part A and HOPWA	
Allocation	Rate
Medical Retention	\$37.50 per 15 minutes
Linkage to Care	\$30.00 per 15 minutes
Client Support	\$30.00 per 15 minutes
Client Advocacy	\$21.25 per 15 minutes
Benefits Counseling	\$30.00 per 15 minutes
Eligibility Screening	\$30.00 per 15 minutes
Mental Health - 15 minute face-to-face initial assessment	\$22.67 per client
Mental Health - 15 minute face-to-face individual	\$20.53 per client
Mental Health - 15 minute face-to-face group counseling (up to 5 clients per group session)	\$4.80 per client
Mental Health - 60 minute psychological (testing evaluation) assessment	\$115.07 for the first hour
	\$87.61 for additional hours

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Health Insurance Premium/Cost Sharing and Emergency Financial Aid for	
Medications	Actual Cost + Processing Fees
Home Health Care (Nursing by registered nurse)	\$21.00 per 15 minutes
Home and Community-Based Services - Home Health Aide Worker	\$3.88 per 15 minutes
Home and Community-Based Services - Certified Nursing Assistant – CNA	\$9.00 per 15 minutes
Home and Community-Based Services - Durable Medical Equipment -DME	Various based on CPT code
Medical Nutrition Therapy	\$31.25 per 15 minutes
Food Bank	\$50.00 per order
Nutritional Supplements	\$75.00 per order
Home Delivered Meals	\$8.00 per meal
Medical Transportation:	
Reduced fare one-day bus pass	\$1.50
Regular fare one-day bus pass	\$5.00
Reduced fare 30-day bus pass	\$22.25
Regular fare 30-day bus pass	\$69.00
ACCESS Services	OCTA Rate
One-way trip within Orange County	\$3.60
Van Rides - Ambulatory	
0-5 Miles	\$17.26
6-10 Miles	\$25.05
11-15 Miles	\$33.15
16-20 Miles	\$49.20
21-25 Miles	\$59.14
26-30 Miles	\$71.82
31-35 Miles	\$91.17
Above 36 Miles	\$3.00/Mile
Van Rides - Wheelchair	
0-5 Miles	\$32.29
6-10 Miles	\$40.05
11-15 Miles	\$48.18
16-20 Miles	\$64.20
21-25 Miles	\$74.14
26-30 Miles	\$86.82
31-35 Miles	\$106.17
Above 36 Miles	\$3.00/Mile + \$15.00 Tiedown
	Fee
Ride-Share	
0-40 Miles	\$2.00 per mile
41 and more Miles	\$2.25 per mile
MAI - Medical Retention Services	\$37.50 per 15 minutes
MAI - Linkage to Care	\$30.00 per 15 minutes
Annual Performance Bonus	\$63.00 per client for clients
	who reach or maintain viral
	load suppression

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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001279

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved) **DEPARTMENT CONTACT PERSON(S):** Steve Thronson (714) 834-4418

Cheryl Meronk (714) 834-4099

SUBJECT: Approve 9-1-1 Emergency Ambulance Transportation Services

CEO CONCUR
Concur
Concur
Approved Agreement to Form
Concur
Solution
Concur
County Counsel Review
Approved Agreement to Form
Concur
Solution
3 Votes Board Majority

Budgeted: Yes Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: \$59,702

Funding Source: Other: 100% (Vendor) County Audit in last 3 years: No

Prior Board Action: 01/29/2019 #22, 04/28/2015 #1

RECOMMENDED ACTION(S):

1. Approve the selection of, and Agreement with, Emergency Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area A.

- 2. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area B.
- 3. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area C.
- 4. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area D.
- 5. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Emergency Ambulance Transportation Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area E.

6. Authorize the Health Care Agency Director, or designee to execute the Agreements as referenced in the Recommended Actions #1 through #5 above.

SUMMARY:

Approval of the selection of recommended service providers and execution of Agreements with those providers for provision of 9-1-1 Emergency Ambulance Transportation Services for the period of June 1, 2020, through May 31, 2025, will provide services in support of the Orange County Emergency Medical Services Program.

BACKGROUND INFORMATION:

In accordance with Health and Safety Code section 1797.224, the Orange County Emergency Medical Services (OCEMS) division of the Orange County Health Care Agency (HCA), is authorized to create one or more exclusive operating areas (EOAs) for emergency ambulance transport within the County. Accordingly, OCEMS created five regions comprised of 19 cities to serve as EOAs. These regions ensure that all adjacent unincorporated areas of the County are integrated in their respective contiguous EOAs. In addition, OCEMS must ensure a competitive process is utilized to procure these services and furthermore, must secure approval of the competitive process by the California Emergency Medical Services Authority (EMSA).

On April 28, 2015, following a Request for Proposal (RFP), your Honorable Board of Supervisors (Board) approved the selection of, and agreement with two ambulance providers for the provision of 9-1-1 Basic Life Support emergency ambulance services for the period of June 1, 2015, through May 31, 2020, for the County's five EOAs. Emergency Ambulance, Inc. was awarded EOA A and Care Ambulance, Inc. was awarded EOAs B-E. These agreements will expire on May 31, 2020. Through monitoring of patient care data, OCEMS has been able to validate that the five regions are medically feasible, financially viable and allow for efficient resource utilization to maximize emergency ambulance response times. Further, in 2018, the provider in each EOA consistently exceeded response time compliance and performed over 1,000 hours of public education and community outreach.

On January 29, 2019, an RFP was presented to the Board for final consideration prior to submission to EMSA for approval. On March 6, 2019, the RFP was approved by EMSA. Along with enhanced public education initiatives and vehicle standards, the new agreement contains more stringent ambulance response time standards to ensure expedited patient delivery to an emergency department.

On March 19, 2019, HCA released the RFP for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services. The solicitation process utilized the standard National Institute of Governmental Purchasing classifications to reach out to the Orange County marketplace. There were three responders. An evaluation panel with one HCA representative and four non-HCA representatives, including an EMS Educator/Fire Chief, EMS Educator/Paramedic, Base Hospital Coordinator Registered Nurse and an Emergency Receiving Center Registered Nurse was convened. The panel evaluated the proposals and recommended award of the agreement for EOA A to Emergency Ambulance Services, Inc. and for EOA's B-E to Care Ambulance Services, Inc. HCA interviewed both Emergency Ambulance Service, Inc. and Care Ambulance Service, Inc. and recommends award to the

selected providers. Reference checks were completed for Care Ambulance, Inc. and included Los Angeles County EMS Agency, City of Fountain Valley Fire Department, and City of Garden Grove Fire Department regarding similar services. Reference checks for Emergency Ambulance Service, Inc. included the Orange County Fire Authority and the City of Brea Police Department regarding similar services. All reference checks were found to be satisfactory.

The results of the proposal evaluations are set forth in the Summarized Score Sheets for each EOA and are attached hereto as Attachment K. The recommended service provider for each EOA region is as follows:

Recommended Service Providers by EOA Region:

EOA Region	Number of Bids Received	Recommended Provider	Cities Served
A	1	Emergency Ambulance Service, Inc.	Placentia, Yorba Linda, and associated unincorporated areas
В	2	Care Ambulance Service, Inc.	Cypress, La Palma, Los Alamitos, Seal Beach, Stanton, and associated unincorporated areas
С	2	Care Ambulance Service, Inc.	Irvine, Tustin, Villa Park, and associated unincorporated areas
D	2	Care Ambulance Service, Inc.	Laguna Hills, Laguna Niguel, Aliso Viejo, Laguna Woods, Dana Point, and associated unincorporated areas/
Е	2	Care Ambulance Service, Inc.	Lake Forest, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, and associated unincorporated areas

The proposed Agreements will allow services to begin June 1, 2020, and continue through May 31, 2025. In accordance with the RFP and proposed agreements, each provider will reimburse HCA for expenses related to the monitoring and managing of the agreements.

These Agreements do not currently include subcontracts or pass through to other providers. See Attachments F - J for Contract Summary Forms.

HCA requests your Board's approval of the selection of and Agreements with the recommended service providers to provide services in support of the OCEMS Program, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Revenue from these Agreements is included in Budget Control 042 FY 2019-20 Budget and will be included in the budgeting process for future years.

The anticipated revenue projected to be received related to these Agreements is:

\$59,702
\$716,430
\$731,695
\$747,487
\$763,806
\$780,650

Reimbursement from the providers will cover the County's cost for administering the Agreements and is expected to be funded through contractor operating revenue. The Agreements prohibit the direct bill of contract costs to patients.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Agreement with Emergency Ambulance Service, Inc. for EOA Region A

Attachment B - Agreement with Care Ambulance Service, Inc. for EOA Region B

Attachment C – Agreement with Care Ambulance Service, Inc. for EOA Region C

Attachment D – Agreement with Care Ambulance Service, Inc. for EOA Region D

Attachment E – Agreement with Care Ambulance Service, Inc. for EOA Region E

Attachment F – Contract Summary Form – EOA Region A

Attachment G – Contract Summary Form – EOA Region B

Attachment H - Contract Summary Form - EOA Region C

Attachment I – Contract Summary Form – EOA Region D

Attachment J – Contract Summary Form – EOA Region E

Attachment K - Summarized Score Sheet - EOA Regions A-E

Attachment L - California Health and Safety Code Section 1797.224

AGREEMENT FOR PROVISION OF 1 9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE. 2 TRANSPORTATION AND RELATED SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 AND 6 EMERGENCY AMBULANCE SERVICE, INC. 7 EXCLUSIVE OPERATING AREA A 8 JUNE 1, 2020 THROUGH MAY 31, 2025 9 10 THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and EMERGENCY 12 AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes 13 be referred to herein individually as "Party" or collectively as "Parties." The Agreement shall be 14 administered by the Orange County Health Care Agency (ADMINISTRATOR) 15 16 WITNESSETH: 17 WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) 18 Emergency Ambulance Response, Transportation, and other related services for all Patients within 19 Exclusive Operating Areas (EOAs); and 20 WHEREAS, Health and Safety Code §1797.224 authorizes the Local Emergency Medical Services 21 Agency to develop an emergency medical services system and create EOAs provided a competitive 22 process is utilized to select providers of the services pursuant to the local EMS Plan; and 23 WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an 24 exclusive, performance-based Agreement to assure Ambulance Service providers with state sanctioned 25 anti-trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance 26 transportation services within EOAs; and 27 WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY 28 for award of a contract for EOA Area A; and 29 WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the 30 County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance 31 response, transportation and related services to COUNTY within EOA Area A, as identified in Exhibit 32 A, upon the terms and conditions set forth in this Agreement; and 33 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and 34 conditions hereinafter set forth; 35 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 36 herein, COUNTY and CONTRACTOR do hereby agree as follows: 37

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1		REFERENCE	ED CONTRACT PROVISIONS					
2								
3	Term: June 1, 2020	Term: June 1, 2020 through May 31, 2025						
4								
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6	Basis For Reimbur	rsement: Revenue Agre	ement					
7								
8								
9	Payment Method:	One Time Payment and	Quarterly Fees As Identified In Exhibit A					
10								
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12	CONTRACTOR I	DI INIC Nivershove	09-915-8685					
13	CONTRACTORI	Juns number:	09-913-8083					
14 15	CONTRACTOR T	ΓΛΥ ID Number:	95-3175162					
16	CONTRACTOR	TAX ID Number.	75-5175102					
17								
18	Notices to COUNT	Y and CONTRACTO	R:					
19								
20	COUNTY:	County of Orange						
21		Health Care Agency						
22		Contract Services						
23		405 West 5th Street, St	uite 600					
24		Santa Ana, CA 92701						
25								
26	CONTRACTOR:	Emergency Ambulanc	e Service, Inc.					
27		Charles A. Druten, Jr.						
28		3200 E. Birch St. Ste.	A					
29		Brea, CA 92821						
30		(714) 990-1742						
31		chaddruten@emergeno	cyambulance.com					
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1			I. ACRONYMS				
2	The	The following standard definitions are for reference purposes only and may or may not apply in their					
3	entirety	throughout this Agr	reement:				
4	Α.	ARRA	American Recovery and Reinvestment Act				
5	В.	ASRS	Alcohol and Drug Programs Reporting System				
6	C.	CAP	Corrective Action Plan				
7	D.	CCC	California Civil Code				
8	E.	CCR	California Code of Regulations				
9	F.	CFR	Code of Federal Regulations				
10	G.	CHPP	COUNTY HIPAA Policies and Procedures				
11	H.	CHS	Correctional Health Services				
12	I.	D/MC	Drug/Medi-Cal				
13	J.	DHCS	Department of Health Care Services				
14	K.	DPFS	Drug Program Fiscal Systems				
15	L.	DRS	Designated Record Set				
16	M.	HCA	Health Care Agency				
17	N.	HHS	Health and Human Services				
18	О.	HIPAA	Health Insurance Portability and Accountability Act				
19	P.	HSC	California Health and Safety Code				
20	Q.	MHP	Mental Health Plan				
21	R.	OCJS	Orange County Jail System				
22	S.	OCPD	Orange County Probation Department				
23	T.	OCR	Office for Civil Rights				
24	U.	OCSD	Orange County Sheriff's Department				
25	V.	OIG	Office of Inspector General				
26	W.	OMB	Office of Management and Budget				
27	X.	OPM	Federal Office of Personnel Management				
28	Y.	PADSS	Payment Application Data Security Standard				
29	Z.	PC	State of California Penal Code				
30	AA.	PCI DSS	Payment Card Industry Data Security Standard				
31	AB.	PHI	Protected Health Information				
32	AC.	PII	Personally Identifiable Information				
33	AD.	PRA	Public Record Act				
34	AE.	USC	United States Code				
35	AF.	WIC	State of California Welfare and Institutions Code				
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II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- 1. CONTRACTOR's proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - $g. \quad Methodology/Procedure \ for \ enforcing \ disciplinary \ standards.$
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

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- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

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- coding of claims and billing, if and when, any such problems or errors are identified.

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

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in

- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

IV. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. CONFLICT OF INTEREST

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

deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a

reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved by in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- 1. <u>Performance Bond</u> issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2. <u>Irrevocable Letter of Credit</u> issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

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- 3. The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.
- 4. Failure of CONTRACTOR to meet these requirements after CONTRACTOR has been selected, and prior to the contract start date, shall result in forfeiture of CONTRACTOR's contract award.
- C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and the COUNTY was the insured.
- F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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20	<u>Coverage</u>	Minimum Limits
21		
22	Commercial General	\$5,000,000 combined single limit
23	Liability	per occurrence
24		\$5,000,000 aggregate
25		
26	Automobile Liability including coverage	\$5,000,000 per occurrence
27	for owned, non-owned and hired vehicles	
28		
29	Workers' Compensation	Statutory
30		
31	Employers' Liability Insurance	\$1,000,000 per occurrence
32		
33	Network Security & Privacy Liability	\$1,000,000 per claims made
34		
35	Professional Liability Insurance	\$5,000,000 per claims made
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Sexual Misconduct Liability \$1,000,000 per occurrence 1 2 Performance Security Bond \$1,250,000 per EOA 3 4 I. 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 J. 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, employees, and 14 agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY 15 WRITTEN AGREEMENT. 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 K. All insurance policies required by this Agreement shall waive all rights of subrogation against 27 the County of Orange, its elected and appointed officials, officers, agents and employees when acting 28 within the scope of their appointment or employment. 29 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 30 all rights of subrogation against the County of Orange, its elected and appointed officials, officers, 31 agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN 32 AGREEMENT. 33 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy 34 cancellation and within ten (10) days for non-payment of premium and provide a copy of the 35 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a 36

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- breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.
- N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.
- R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - S. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XI. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patient records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any Person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

D. AUDIT RESPONSE

- 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate corrective action either immediately or within a reasonable time, depending on the nature of the audit findings. In the event of non–compliance by CONTRACTOR with the findings made and/or corrective actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as provided for in Subparagraph B of the Termination Paragraph.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. <u>LICENSES AND LAWS</u>

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIV. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any

employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information

Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

XVI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XVII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.
 - 2. WRITTEN NOTIFICATION

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- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years following discharge of the participant, client and/or patient.
- F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
- H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
- 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
- J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security

of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XIX. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XX. SEVERABILITY

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

XXI. STATUS OF CONTRACTOR

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

assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

XXII. TAX LIABILITY

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

XXIII. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXIV. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this

- Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

E. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

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- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any patients provided services hereunder.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

1	IN WITNESS WHEREOF, the parties have execute	d this Agreement, in the County of Orange, State
2	of California.	
3		
4	Emergency Ambulance Service, Inc.	
5		
6	DocuSigned by:	
7	BY: Philip E. Davis	DATED:
8	E81AD48002D8486	
9	TITLE:President & Chief Executive Officer	_
10		
11		
12	BY:	DATED:
13		
14	TITLE:	_
15		
16		
17		
18		
19	COUNTY OF ORANGE	
20		
21		
22	BY:	DATED:
23	HEALTH CARE AGENCY	
24		
25		
26	APPROVED AS TO FORM	
27	OFFICE OF THE COUNTY COUNSEL	
28	ORANGE COUNTY, CALIFORNIA	
29		
30	DocuSigned by:	12/2/2019
31	BY: Massoud Shamel	DATED: 12/2/2019
32	DLI U I I	
33		
34	If the contracting party is a corporation, two (2) signatures are requ	
35	President or any Vice President; and one (1) signature by the Secretor or any Assistant Treasurer. If the contract is signed by one (1) authors.	
36	or by-laws whereby the board of directors has empowered said	
37	signature alone is required by ADMINISTRATOR.	

1	EXHIBIT A	
2	TO AGREEMENT FOR PROVISION OF	
3	9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,	
4	TRANSPORTATION, AND RELATED SERVICES	
5	COUNTY OF ORANGE	
6	AND	
7	EMERGENCY AMBULANCE SERVICE, INC.	
8	EXCLUSIVE OPERATING AREAA	
9	JULY 1, 2020 THROUGH JUNE 30, 2025	
10		
11	I. EXCLUSIVE OPERATING AREA DESIGNATION	
12	A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,	
13	Transportation, and Related Services shall be provided to all persons requiring emergency medical	
14	treatment and ambulance transport within designated County Exclusive Operating Area(s).	
15	B. Exclusive Operating Area A shall encompass Placentia, Yorba Linda and Associated	
16	Unincorproated Areas Brea, Tonner Canyon, Chino Hills State Park, Country Club, and Fairlynn.	
17		
18	II. <u>OPERATIONS</u>	
19	A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN	
20	1. CONTRACTOR shall be required to develop and implement a CQI Plan that includes and	
21	assures, but is not limited to, the following:	
22	a. Compliance with the terms of the Agreement, minimum performance standards, and	
23	applicable rules and regulations.	
24	b. Compliance with process measurements and process improvements that integrate with	
25	the Orange County Emergency Medical Services (OCEMS) CQI Plan.	
26	c. Compliance with effective administration and management of clinical performance	
27	(patient care activities), response time performance, driver performance, dispatch performance, and for	
28	all other BLS service levels, and regular evaluation thereof, to include operational, administrative and	
29	procedural activities of the system; accurate determination of training needs of individuals and the	
30	system as a whole; and identification and reporting of significant patient care issues to the base hospital	
31	and/or the OCEMS Medical Director.	
32	d. Includes CQI indicators, which shall be measured by all system participants, and may	
33	be developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers,	
34	and OCEMS.	
35	e. Indicators that are based on current California EMSA Core Measures, EMS data	
36	analysis, research, and call demand.	
37		

1	f.	Par	ticipates in and comply with the OCEMS CQI committees and audit processes.	
2	g.	CO	ONTRACTOR shall be informed of OCEMS' expectations of CQI specifically related	ed
3	to the terms of t	he A	Agreement:	
4		1)	Continually perform Quality Assurance and Quality Improvement, including b	ut
5	not limited to:			
6			a) Organize CQI results and submit to OCEMS in the format specified	in
7	Paragraph II. A	. sub	paragraph 8 (below) on a quarterly basis.	
8			b) Demonstrate progressive quality improvement results evidenced by sem	ni-
9	annual written ı	ıpda	ites to OCEMS on the effectiveness of the plan and summary of activities conducted	ed
10	under the plan.			
11		2)	Accurate determination of training needs of:	
12			a) Individual	
13			(1) Field level personnel	
14			(2) Dispatch personnel	
15			(3) Supervisor personnel	
16			(4) Administrative (including billing) personnel	
17			b) System wide	
18			(1) Operational	
19			(2) Clinical	
20			(3) Administrative	
21		3)	Include action planning to improve performance, based upon core indicators	as
22	identified through	gh C	CONTRACTOR's CQI process.	
23		4)	Include action planning to improve performance, based upon core indicators	as
24	established by (OCE	MS.	
25	h.	CO	ONTRACTOR shall submit all CQI reports in the following format:	
26		1)	Cover page including:	
27			a) CONTRACTOR Name	
28			b) Region	
29			c) Date of Submission	
30			d) Person Completing Report	
31			e) Title of Person Completing Report	
32		2)	Summary of Findings	
33		3)	Quality Indicator Sheet	
34		4)	Detailed Results	
35			a) Following principles of OCEMS Policy 385.00	
36		5)	Application of findings	
37			a) Following principles of OCEMS Policy 385.00	

B. RESPONSE TIME OPERATIONS

- 1. Response Time Performance Requirement
- a. Successful performance of the subject services shall in part be based on CONTRACTOR's compliance with the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of CONTRACTOR.
- b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards.
 - 1) Call Classifications
- a) Code 2 emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- b) Code 3 emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - 2) Geographical Zones within EOAs
- a) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- c) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

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TABLE 1: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 "Response Time Compliance Requirements", above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 "Response Time Compliance Requirements", above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) Call Receipt Time

a) "Response Time" begins at "Call Receipt", which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

2) At Scene Time

a) "At Scene" time means the moment the 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies dispatch that it is fully stopped. Only the arrival of a capable transport emergency

ambulance shall constitute "At Scene." This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3) Response Time

- a) "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: (1) "At Scene" arrival time, or, (2) the call is cancelled by an OCEMS-recognized public safety agency.
 - 4) Failure to Report "At Scene" Time
- a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.
 - 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response
- a) From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with standards and penalties for non-compliance shall be as follows:

(1) Upgrades

- (a) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:
- i. Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or
 - ii. The lower priority Response Time Standard
- i) For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade, plus the Code 3 Response Time.

(2) Downgrades

- (a) If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and penalties shall be determined by:
- i. If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

ii. If the time of the downgrade occurs before the higher priority 1 Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such 2 cases, documentation must be presented for validation of the reason why the priority status was 3 downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall 4 apply. 5 (3) Reassignment En Route 6 (a) If an emergency ambulance is reassigned en route or turned around 7 prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties shall 8 be calculated based on the Response Time Standard applicable to the assigned priority of the initial 9 10 response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted. 11 (4) Cancelled Calls 12 (a) If an assignment is cancelled prior to arrival on the scene, compliance 13 and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled. 14 (5) Response Times Outside of the County of Orange 15 (a) CONTRACTOR shall not be held accountable for Response Time 16 compliance for any assignment originating outside of the County. Responses to request for service 17 outside the County limits shall not be counted in the total number of calls used to determine compliance. 18 19 (6) Each Incident/Separate Response (a) Each incident shall be counted as a single response regardless of the 20 number of units that are utilized. Each responding unit shall be held to their own individual Response 21 Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual 22 23 unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements". 24 (7) Coverage and Dedicated Ambulances, Use of Stations/Posts. 25 (a) These specifications are for a performance based approach rather than 26 27 a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever 28 level of effort is necessary to achieve the Response Time and other performance results required to meet 29 the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with 30 this standard. 31 3. COI 32 a. CONTRACTOR shall consistently perform CQI in all areas related to their Response 33 Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time 34 35 Operations" of this Exhibit A and OCEMS Policy 385.00. 36 37

C. DISPATCH OPERATIONS 1 1. CONTRACTOR shall be required to meet the following operational expectations, core 2 3 requirements, and activities: a. Dispatch Operations 4 1) CONTRACTOR shall establish a dispatch system, which shall be approved by 5 OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other 6 circumstances that impair the operation of the primary 9-1-1 dispatch center. 7 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing 8 qualified personnel and supervision. 9 10 b. Dispatch Personnel 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that 11 ensures effective dispatch operations with requirements for employee eligibility, education and training. 12 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison 13 shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data. 14 15 a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are 16 appropriately assigned and captured for oversight and monitoring. 17 b) Assigned dispatchers shall be aware of the appropriate way to change the status 18 19 units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to 20 closure of the call). 21 c) OCEMS will monitor Dispatch Operations through standards set in Paragraph 22 23 II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan. 24 c. COI 25 1) CONTRACTOR shall consistently perform CQI in all areas related to their 26 27 Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch Operations" of this Exhibit A and OCEMS Policy 385.00. 28 D. DATA MANAGEMENT 29 1. CONTRACTOR shall provide, maintain, and adhere to the following: 30 a. Data and Reporting Requirements 31 1) The long-term success of any EMS system is predicated upon its ability to both 32 measure and manage its affairs. Therefore, OCEMS shall require detailed operational, clinical, and 33 administrative data in a manner that facilitates its retrospective analysis (CQI). CONTRACTOR shall 34 35 provide, maintain, and adhere to the following: a) Dispatch Computer 36 37

1	(1) The dispatch computer utilized shall include security features preventing
2	unauthorized access or retrospective adjustments to data with full audit trail documentation. In
3	conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not
4	collected within CAD data.
5	2) Records
6	a) Complete, maintain, and provide to OCEMS, upon request, adequate records
7	and documentation to demonstrate its compliance performance.
8	3) Data Integrity
9	a) CONTRACTOR will routinely perform CQI of required CAD data throughout
10	the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS
11	Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to
12	change. Newly identified areas of focus shall be measured at the start of the following month. The CQI
13	data shall include, but is not limited to:
14	(1) CAD Data Completeness by element;
15	(2) CAD Data Accuracy by element;
16	(3) Time Measurement;
17	(a) Overall accuracy (chronological time elements);
18	(b) Elapsed time between left scene to destination time (transport time);
19	(c) Elapsed time between arrival at destination to back in service time
20	(patient offload time);
21	(d) Transfer of patient care to posting of PCR;
22	(e) Elapsed time between destination time to back in service time;
23	(f) Frequency of unauthorized data adjustments;
24	(g) Any adjustment made to data fields after a unit is placed back in
25	service; and
26	(h) Any adjustments made by billing personnel must also be included
27	b. Data Reporting and Scheduled Reports
28	1) Document and report to OCEMS, monthly, in writing, and on a form provided by
29	OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calendar
30	month, computer database data in an electronic format and reports pertaining to performance during the
31	preceding month related to clinical, operational, and financial performance.
32	a) Provide OCEMS with any changes in ownership, executive leadership,
33	management, and EOA supervisors.
34	b) A list of each call, sorted by Emergency Response EOA, where there was a
35	failure to properly record all times necessary to determine the Response Time.
36	c) A list of all mutual aid responses coming from outside of an EOA.
37	d) Summary of interrupted calls due to vehicle/equipment failures.

- e) Summary of interrupted calls due to involvement in non-injury and injury accidents.
- f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

c. Response Time Statistical Data

- 1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.
 - a) Response Time Compliance Reports (Monthly):
 - (1) Total Transports for the previous month, based on CAD data
 - (2) Cancelled calls prior to arrival on scene
 - (3) Data reconciliation request reports and resolution
 - d. Ambulance Zone Equity of Response Time
- 1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.
- a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.

e. Data Amendment Request

1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance, or other causes deemed to be within CONTRACTOR's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

a) In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within Orange County shall be included, except as follows:

(1) Declared Disasters

(a) Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

(2) Good Cause

(a) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at its sole discretion. At a minimum, the asserted justification for amendment must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an amendment may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness EOA) or off-road locations.

i. Unusual system overload is defined as two hundred percent (200%) of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

2) Data Amendment Request Procedure

- a) It is CONTRACTOR's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond CONTRACTOR's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.
- b) All requests shall be submitted in a format provided to CONTRACTOR by OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.
- c) A request for an amendment received after twenty (20) business days of the close of the month of occurrence will not be considered. OCEMS Contract Administrator will review

each amendment request and make a decision for approval or denial. Any appeal of the decision must be submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the committee's decision. CONTRACTOR's appeal to the OCEMS Medical Director shall constitute CONTRACTOR's exclusive remedy to challenge the denial of a request for an amendment. All decisions by the OCEMS Medical Director shall be considered final.

3) Approved Data Amendments

- a) CONTRACTOR will receive notification of approvals at the completion of the data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to reflect the approved data amendments within ten (10) calendar days of notification.
- b) At the end of the ten (10) calendar days, OCEMS will download the amended data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.

f. Other Required Reports

1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or concern which may require additional reports. CONTRACTOR must provide these additional reports, and any other requested records, on the first calendar day of the following month.

g. Defining Data Deficiencies

- 1) Data collected by the provider, and submitted through OC-MEDS, are utilized to perform a significant portion of contract oversight and monitoring. These elements are found in Paragraph IV.A. "Penalty Provisions" TABLES 3-7 of this Exhibit A.
- a) Required reporting elements are subject to change based on evolving federal, state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6 "Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be required to be reported at the start of the following month. When data elements are incomplete they are considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the number of occurrence per incident record. Data deficiencies include, but are not limited to:
- (1) Non-chronological values (e.g. on scene time occurs prior to dispatch notified time);
 - (2) Blank values (e.g. missing incident address, city, zip code, etc.);
 - (3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);
- (4) Missing records (e.g. the record was not submitted to OCMEDS via CAD, and was not submitted within the twenty (20) day record reconciliation period); and
 - (5) Other areas as observed and defined by OCEMS during the Agreement

h. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their Data. CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and OCEMS Policy 385.00.

term.

1	E. PCRS and OC-MEDS COMPLIANCE
2	1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to
3	document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies
4	(Ref. OCEMS Policies 300.20, 300.30 and 300.31).
5	a. PCRS Technical Requirements
6	1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS.
7	which shall include a one-way data push from the CAD system to OC-MEDS with real time updates
8	upon each status change. The CAD integration shall be established regardless of the PCRS used.
9	2) CONTRACTOR shall establish and maintain technical interoperability which
10	allows for the transfer of patient care information in real time between EMS providers in the field. This
11	function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer
12	their PCR to the ambulance transport provider at the time of service in the field.
13	3) CONTRACTOR shall supply and maintain computer hardware required to support
14	PCR documentation within the PCRS.
15	4) CONTRACTOR shall establish and maintain continuous mobile internet
16	connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be
17	available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.
18	b. PCR Compliance and Training
19	CONTRACTOR shall accurately complete a PCR on every patient to include all
20	information required pursuant to OCEMS Policy 300.10.
21	2) CONTRACTOR shall accurately complete a PCR for every dispatched unit
22	regardless of call outcome. This includes:
23	a) Transports
24	b) Cancelled units
25)1) A cancelled unit is defined as any unit that is dispatched to an incident, and
26	cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
27	c) Public assists
28	3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS
29	upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.
30	CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards
31	pursuant to OCEMS Policy 300.31.
32	4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency
33	receiving center for each patient.
34	5) CONTRACTOR shall provide initial and continuing PCRS education and training
35	for employees.
36	c. CQI
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1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in Paragraph II.E. "PCR and OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
- a. The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System

("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. CONTRACTOR ERCS must be fully compatible with the 800 MHz C.C.C.S.

2. Compliance with Laws

- a. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b. CONTRACTOR'S ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications, compatibility, and requirements, as applicable.

3. Communications Requirements

- a. CONTRACTOR shall comply with the following requirements concerning the installation, use, operation, and maintenance of their ERCS:
- 1) Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.
- 2) Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
 - 3) ERCS must be operated and maintained 24/7.

- 4) Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- 5) Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

4. CAD Interface

- a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.
 - 5. System Upgrades
- a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.
 - 6. Vehicle Communications Motorola 800 MHz Mobile Radio
- a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:
- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier. Each ambulance must have an ambulance status tracking program that transmits a responding ambulances status (e.g., en route, on scene, and available status functions) through the Motorola 800 MHz radio or similar system.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.
 - 7. Mobile Data Computer System
- a. CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.
 - 1) UHF Med 9 Radio
- a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to

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appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

8. Web Based Communications Application

a. CONTRACTOR shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).

9. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F. "Emergency Response Communications" of this Exhibit A and OCEMS Policy 385.00.

G. FACILITIES, SUPPLIES, AND EQUIPMENT

1. CONTRACTOR shall provide all facilities, equipment, material, and supplies, as well as any other resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and, use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.

a. Standard Inventory

- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.
- 3) CONTRACTOR shall provide an Automated Cardiac Compression Device on each ambulance dedicated to EOA A.

b. Facilities

1) In an effort to promote a culture of cleanliness and infection control, CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional facilities.

2) Region Headquarters

- a) CONTRACTOR shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- (1) Vehicle re-supply Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - (2) Personnel management
 - (3) Communications

1	3) At the start date of the awarded contract, CONTRACTOR deploying twenty four		
2	(24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to		
3	a) One (1) bed per on-duty crew member		
4	b) Un-interrupted power supply		
5	c) Air-conditioning		
6	d) Heating		
7	e) One (1) refrigerator for employee food storage for the length of the shift		
8	f) One (1) appliance used to cook food		
9	g) Restroom facilities physically attached to crew quarters		
10	h) Shower facilities physically attached to crew quarters		
11	4) All identified facilities must show actual tentative agreements between landlord and		
12	CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must		
13	also demonstrate that the identified facilities are approved by the associated cities as a part of the		
14	proposal.		
15	c. Personal Safety Equipment		
16	1) Provide personal safety equipment for all employees in accordance with applicable		
17	federal and state laws and standards. Policies and procedures should clearly describe the routine use of		
18	PPE on all patient encounters.		
19	2) Personal safety equipment shall comply with State EMSA Guideline 216 regarding		
20	recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels		
21	of Personal Protective Gear, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated		
22	to 9-1-1 emergency transportation, including:		
23	a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS		
24	Standards)		
25	b) Hard hat, Work Helmet Blue		
26	c) Leather gloves		
27	3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30		
28	d. Fleet Requirements		
29	1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and		
30	any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and Californi		
31	ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles		
32	CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that		
33	CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and		
34	independently from CONTRACTOR's operations in other areas outside of the EOA.		
35	a) Emergency Ambulance Vehicles		
36	(1) CONTRACTOR shall provide Modular (type III) dual rear wheeled		
37	ambulances for the provision of the required services. Each vehicle used shall have no more than one		

(3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."

2) Ongoing Maintenance

- a) CONTRACTOR shall maintain all vehicles and equipment in excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed non-compliant and cause for immediate termination of Agreement.
- b) CONTRACTOR shall ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or materials and supplies distribution center is required.
- (1) CONTRACTOR shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (2) CONTRACTOR shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.

3) Supervisor Vehicles

a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds.

f. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G "Facilities, Supplies, and Equipment" of this Exhibit A and OCEMS Policy 385.00.

H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters.

- a. OCEMS inspections may include, but are not limited to, the areas mentioned in Paragraph II.G. "Facilities, Supplies, and Equipment" of this Exhibit A.
 - b. Inspections are applicable to all ambulances found within a designated EOA area.
- c. Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- d. Refer to Paragraph IV.B. Table 7 "Additional Penalties" of this Exhibit A for penalties related to observed repeated inspection deficiencies.
- 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. CONTRACTOR shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for CONTRACTOR's equipment and facilities.
- a. CONTRACTOR shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

3. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. "Inspections of Vehicles, Records, and Crew Quarters" of this Exhibit A and OCEMS Policy 385.00.

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians (EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance Driver Attendant License.

B. CLINICAL LEVELS & STAFFING REQUIREMENTS

- 1. CONTRACTOR shall provide personnel meeting the following requirements:
 - a. Management Team
- 1) Management team, at a minimum, shall include senior members having no less than five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA(s).
- 2) CONTRACTOR must provide the resumes of all administration and field supervisors.
- a) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within ten (10) calendar days of the effective date of the change. The written notice shall include the resume of any newly assigned staff members.

1	b. EMS Program Liaison	
2	1) Designate an EMS Program Liaison, who may also be the operations manager,	
3	division manager or similar position. The EMS Program Liaison shall have an overall grasp of the	
4	entire operation, be responsible for overall day-to-day operations, perform information review and	
5	gathering, and report generation and analysis. Responsibilities shall include, but not be limited to:	
6	a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable	
7	EMS and/or public safety agencies within the EOA.	
8	b) Participate in EMS System Stakeholder Committees and task force groups. At a	
9	minimum, provide representation at fifty percent (50%) of applicable base hospital meetings, quality	
10	assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory	
11	Committee, County Paramedic Agency Committee, and Transportation Advisory Committee).	
12	(1) CONTRACTOR shall maintain a record of the events attended and report	
13	the information in a format specified by OCEMS.	
14	(2) If the designated Liaison is unable to attend, CONTRACTOR shall provide	
15	an alternate representative to participate.	
16	(a) On duty supervisors assigned to an EOA may only attend events that	
17	occur within their EOA in accordance with Paragraph III. A. of this Exhibit A.	
18	(b) Attendance may be publically reported by OCEMS.	
19	c. Field Supervision	
20	1) OCEMS recognizes the need to ensure adequate supervision of personnel and	
21	delegation of authority to address day-to-day operational needs. Personnel and operational supervisory	
22	responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum	
23	requirements and duties for this position are:	
24	a) Assign one (1) on-duty supervisor, to provide twenty four (24) hours a day	
25	exclusive coverage to the designated EOA. An on-duty field supervisor must be authorized and capable	
26	to act on behalf of the organization in all operational matters.	
27	(1) In the event CONTRACTOR is awarded multiple EOAs, each EOA shall	
28	have their own assigned on-duty supervisor.	
29	(2) Each on-duty supervisor shall only assume responsibility for one (1) EOA	
30	at a time, unless the situation meets the Exceptions listed in Paragraph III of this Exhibit A.	
31	b) Strict adherence to the performance of all administrative and operational tasks	
32	only within the boundaries of the assigned EOA.	
33	(1) Non-compliance with requirement will fall under Paragraph IV.B. "Penalty	
34	Provisions", TABLE 4 of this Exhibit A.	
35	(2) Exceptions	
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- (a) In the event of multi-casualty incidents, disaster response, hazardous materials incidents, unusual occurrences or County authorized mutual aid on adjacent EOA's the onduty Field Supervisor may provide coverage to the adjacent areas of their designated EOA.
- c) Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.
 - d) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.
- e) Individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transport, and shall have successfully completed NIMS IS-100.b, IS-200.b, and IS-700.a.

d. Data Management Liaison

1) Designate a Data Management Liaison(s), who may also be the communications manager, division manager or similar position. The Data Management Liaison shall be responsible for the entire data and reporting process, perform data review and gathering, assume ownership of

performing Data Amendment Requests and all subsequent communications, and report generation and analysis.

e. Internal Health and Safety Program

- 1) Implement multiple programs to enhance the safety and health of the work force, which shall include driver-training, safety, and risk management training.
- 2) Develop and maintain an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including pre-employment drug screening and random alcohol and drug testing. Any employee found working under the influence of alcohol or drugs must be immediately removed from performing services under this Agreement.

f. Evolving OSHA and Other Regulatory Requirements

- 1) It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to, infection control, bloodborne pathogens and Tuberculosis (TB) may be increased. It is OCEMS' expectation that appropriate procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
- 2) Make available at no cost to employees, all currently recommended immunizations including Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin test.

g. Staff Resources

Ensure that all personnel have access to support references and resources, which may include, but are not limited to:

1) Employee Handbook that describes the organization's operational policies and

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(a) Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

(a) Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Employee Annual Training

(a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Paragraph IV. B. "Penalty Provisions" TABLE 4 of this Exhibit A.

4) Infection Control

- a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS Policy 720.50 Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for Ambulances and Ambulance Equipment.
- (1) CONTRACTOR shall maintain records and provide vaccinations, screenings, or records of declination for the following:
 - (a) Tuberculosis (QuantiFeron Serum Testing) annually.
- (b) Hepatitis B given in a three (3) dose series (dose #1 initial, dose #2 in one (1) month, and dose #3 approximately five (5) months after dose #2).
- (c) Influenza give one (1) dose of trivalent inactivated influenza vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
- (d) MMR for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.
- (e) Varicella (chickenpox) for HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, four (4) weeks apart.

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(f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1) time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP. COI i. 1) CONTRACTOR shall consistently perform CQI in all areas related to their Personnel. CQI must meet the requirements set forth in Paragraph III. "Clinical and Personnel" of this Exhibit A and OCEMS Policy 385.00. C. MEDICAL ADMINISTRATION 1. Medical Oversight a. The OCEMS Medical Director provides medical control and management of the Emergency Medical Services system through ongoing planning, design, development, evaluation and direction of system-wide Emergency Medical Services. The OCEMS Medical Director intends that the 9-1-1 emergency ambulance deployment for the EOA for which this Agreement is issued be designed using a fluid model of organization that will provide high-level performance and optimize health and safety of the community. b. CONTRACTOR may be required to participate in pilot studies that OCEMS may authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in the event conflicting standards are established for the pilot program. Any such pilot program must be approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to the provision of the subject services described in this Agreement. IV. MANAGEMENT A. ADMINISTRATION PROVISIONS 1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract Management. a. OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs. b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system. //

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Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83
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c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1st) payment for this Agreement will be invoiced after the fourth (4th) quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR's contracts.

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2. Accounting Procedures

a. Invoicing and Payment for Services

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1) OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within 30 calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30th) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

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b. Audits and Inspections

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1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

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2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.

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3) CONTRACTOR may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

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31	por vice to patients whose only memor of hearthcare coverage of histitatice is provided by a state of local
36 37	ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local
35	1) ALS Service Provider shall not require CONTRACTOR to pay the established
34	b. Zero-Pay Patients 1) ALS Service Provider shall not require CONTRACTOR to now the established
33	paying the ALS Reimbursement Rate according to their agreement.
32	Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly
31	Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply
30	Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider.
29	arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic
28	a) CONTRACTOR shall be responsible for establishing an agreement or other
27	Supply Rates.
26	1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical
25	thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:
24	Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere
23	715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service,
22	BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy
21	more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum
20	a. CONTRACTOR shall not charge patients for the provision of the required services
19	5. Service Charges
18	6) Compliance with information reporting requirements.
17	5) Initiation of innovative programs to improve system performance.
16	requirements.
15	4) Financial performance standards assessed with reference to minimum Agreement
14	requirements.
13	3) Operational performance standards assessed with reference to minimum Agreement
12	requirements.
11	2) Clinical performance standards assessed with reference to minimum Agreement
10	requirements in Agreement.
9	1) Response Time performance standards assessed with reference to the minimum
8	may include, but not be limited to:
7	a. OCEMS shall evaluate the performance of CONTRACTOR on an annual basis, which
6	4. Annual Performance Evaluation
5	County EMS website at www.ochealthinfo.com/ems.
4	1) OCEMS policies and ambulance service applications can be found on the Orange
3	an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.
2	a. OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies,

1	subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services		
2	Network). CONTRACTOR may seek relief from making the required reimbursement payments to AI		
3	Service Provider by applying for a zero-pay patient Exemption as provided below.		
4	c. Risk of Non-Payment		
5	1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of		
6	non-payment for any and all of the services rendered and the charges incurred in connection with		
7	performance of the services described in the AGREEMENT, including all BLS and ALS charges and the		
8	ALS Reimbursement Rate, as described above.		
9	d. Medicare Patients		
10	1) CONTRACTOR may not charge Medicare patients more than the maximu		
11	Medicare rate.		
12	e. Billing, Audit, and Access to Records		
13	1) CONTRACTOR shall only bill for services according to the approved service rates		
14	and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless		
15	approved in writing and in advance by OCEMS.		
16	2) CONTRACTOR shall establish and demonstrate an auditable billing system		
17	approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient		
18	billing/records system shall be organized so that search and retrieval of all billing records can readily		
19	made by OCEMS according to the following criteria:		
20	a) BLS		
21	b) Patient Name		
22	c) Chief compliant (billed)		
23	d) EOA		
24	e) Response location including zip code		
25	f) BLS Transport		
26	g) ALS Assessment/BLS Transport		
27	h) ALS Escort		
28	i) 9-1-1 Responses without transport		
29	j) Day/Month/Year/Time		
30	k) Patient care record number		
31	3) CONTRACTOR shall perform CQI on their billing process within the terms of		
32	Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.		
33	f. Accounting		
34	1) CONTRACTOR must maintain accurate and complete records of all patien		
35	accounting in accordance with generally accepted accounting principles and practices consistently		
36	applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and		
37	information upon seventy two (72) hours advanced written notice at all times during normal business		

hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:

- a) Patient invoices
- b) All service charges
- c) All reimbursements
- d) All payments made to other providers
- e) Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS
 - g. Submission of Claims
- 1) CONTRACTOR must submit timely and accurate claims for services provided. A third party billing agent may be used for this purpose and must meet the requirements of this Agreement.
 - h. Zero-Pay Patient Exemption Requests
- 1) CONTRACTOR will not be required to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." CONTRACTOR may seek relief from making the required reimbursement payments to the ALS Services Provider by applying for a Zero Pay Patient Exemption.
 - 6. Agreement Breach Affecting Health and Safety
- a. In the event OCEMS determines that a breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, and the County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder to take over the provision of the Services. Upon termination of Agreement with CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder without conducting another solicitation or otherwise proceed as deemed in the public interest.
- b. In the event of determination by OCEMS that CONTRACTOR is in breach of Agreement or applicable law, and that the nature of the breach is such that the public health and safety are endangered, the performance security bond shall be subject to immediate release of funds to the County.

7. Alternate Emergency Ambulance Service Provider

a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year of the start date of the term of this Agreement.

8. Transition Planning -

a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.

9. General Provisions

a. Permits and Licenses

1) Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. CONTRACTOR shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.

b. Compliance with Laws and Regulations

1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c. Observation and Inspections

- 1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on any vehicle at any time.
- 2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.

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d. Notice of Litigation or Investigations

1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to CONTRACTOR's operations.

B. PENALTY PROVISIONS

1. Response Time Compliance Penalties

- a. Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a CONTRACTOR's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:
 - b. Penalties for Failure to Comply with Response Time Requirements
- (1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR fails to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone within the EOA and within each code of response that exceeds the Response Time requirements. Penalties for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (TABLE 8 "Per Call Response Time Penalties").

TABLE 3: Per Call Response Time Penalties

Late	Penalty
0.01 – 1 minute	\$5
1.01 - 2 min.	\$10
2.01 - 3 min.	\$20
3.01 – 4 min.	\$50
4.01 – 5 min.	\$70
5.01 – 6 min.	\$90
6.01 – 7 min.	\$110
7.01 – 8 min.	\$140
8.01 – 9 min.	\$160
9.01 – 10 min.	\$180
10.01 – 15 min.	\$200
15.01 – 20 min.	\$250
20.01 – 30 min.	\$300
30.01 – 60 min.	\$600
> 60 min.	\$10,000

b. EOA Non-Compliance Penalties

- 1) In addition to the per call response time penalties for individual late responses, penalties shall be assessed in accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if:
- a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.
- c)A continue EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.

d)All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within 30 business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 4: Penalties for EOA Non-Compliance

EOA Performance	Penalty
94% - 94.9%	\$2,000
93% - 93.9%	\$4,000
92% - 92.9%	\$6,000
91% - 91.9%	\$8,000
90.9% and less	\$10,000

c. Data Deficiencies Penalties

1) Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of 20 business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

TABLE 5: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 6: Defining Data Deficiencies

ImageTrend Field

Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for required EATS Contract data elements

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36 37 d. Failure to Respond Penalties

- 1) Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.
- a) In the event CONTRACTOR does not respond with an ambulance to an emergency medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate termination of Agreement.
 - e. Use of Instant Aid/Mutual Aid Penalties
- 1) CONTRACTOR shall maintain all obligations as required by this Agreement when using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to persons in need of such services within those areas. CONTRACTOR must identify any areas located within the EOA that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.
- a) CONTRACTOR must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the contract. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.
- (1) Pending OCEMS approval of CONTRACTOR identified area best served through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:
- (a) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.
- (b) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".

- 2) In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure requirements, CONTRACTOR will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.
- 3) CONTRACTOR will be assessed penalties, as defined in TABLE 3 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 7 "Additional Penalties".
- 4) Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than two hundred percent (200)% of the Instant Aid/Mutual Aid support that it provides the specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.
- 5) All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this Agreement.
 - f. Additional Penalties
- 1) OCEMS may impose financial penalties for other performance deficiencies, by CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 7 Additional Penalties.

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date
Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR

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		not completed within 24 hours of patient delivery
Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	\$50 per instance when patient care records are not accurate and completed within established time
Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care
Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. "Cleaning Standards For Ambulances and Ambulance Equipment"	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not meet OCEMS cleaning policy standards
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contractor should have reasonably self-identified through routine monitoring and CQI	\$500 per deficiency for failure to communicate clinical, operational or systematic errors
Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract

Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee
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g. Penalty Disputes

- 1) OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.
- 2) CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within ten (10) calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.
- 3) OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.
- 4) OCEMS shall provide written notification of its decision to that effect, which notifications shall set forth in detail the reasons therefor.
- a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS's decision in writing to the OCEMS Medical Director within ten (10) calendar days of date of the OCEMS's written notification of decision.
- b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.
- c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.
 - h. TABLE 7 Penalty notification process

This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.

- 1) CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with respect to any provisions of the contract, the penalties outlined in TABLE 7 "Additional Penalties" may be applied.
- 2) Each heading of Agreement clauses or provisions will be observed as a group (e.g. Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may receive a written notice from OCEMS following the process below:
- a) First/initial discovery/observation of deficiency Within ten (10) calendar days of OCEMS' discovery of CONTRACTOR's deficiency(ies) OCEMS will notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required with a specified completion date.

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5	be incurred if the deficiency is not corrected.			
6	c) Third observation of same deficiency			
7	(1) Within ten (10) calendar days of OCEMS' observation of			
8	CONTRACTOR's deficiency(ies), OCEMS will notify CONTRACTOR in writing, of the incurred			
9	penalty.			
10	d) Subsequent Deficiencies			
11	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies), OCEMS			
12	will notify CONTRACTOR in writing, of the incurred penalty.			
13	i. CQI			
14	CONTRACTOR shall consistently perform CQI in all areas related to the penaltic			
15	that they receive. CQI must meet the requirements set forth in Paragraph II. A. "Continuous Quality			
16	Improvement" and OCEMS Policy 385.00.			
17				
18	V. EMS SYSTEM AND COMMUNITY COMMITMENT			
19	A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT			
20	OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and			
21	mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional			
22	disaster preparation and response, including disaster drills and exercises, mutual and automatic aid			
23	agreements, and training.			
24	B. ACCREDITATION			
25	CONTRACTOR must have current Commission on Accreditation of Ambulance Services			
26	(CAAS) Accreditation.			
27	C. HANDLING SERVICE COMPLAINTS			
28	1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt			
29	response and follow-up to such complaints. Such responses shall be subject to limitations imposed by			
30	patient confidentiality restrictions.			
31	D. CLINICAL INQUIRIES AND RESOLUTIONS			
32	1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to			
33	the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, as			
34	applicable.			
35	E. PATIENT SATISFACTION PROGRAM			
36	1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that			
37	focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS			
	26 of 29 EVHIDIT A			

b) Second notice of observation of same deficiency

deficiency(ies), OCEMS will notify CONTRACTOR, in writing, that the observed deficiency has

continued, and was not corrected with the CAP. In addition, the letter will inform of the penalty that will

(1) Within ten (10) calendar days of OCEMS' observation of CONTRACTOR

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- a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.
- b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

- 1. CONTRACTOR must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.
- a. At a minimum, CONTRACTOR will provide one (1) educational health based program per month. The educational health based program shall be held at least one time per calendar year, in each city within the EOA. In the event that CONTRACTOR is awarded multiple EOAs, each EOA must meet the same standard.
- b. CONTRACTOR shall implement a comprehensive program to train one hundred (100) individuals on hands only CPR. Completion of this program shall be completed by January 1, 2021.
- c. At a minimum, CONTRACTOR shall provide three (3) blood pressure checks at community events in EOA A by January 1, 2021.
- d. At a minimum, CONTRACTOR shall provide two (2) school-based educational programs that will discuss local EMS functions, emergency situations, how to access emergency services, expectations of first responders, and provide the ambulance tours and demonstrations. This program will be accomplished by November 1, 2020.
- e. CONTRACTOR shall develop an ABC's of Pool Safety educational program that will be reviewed and approved by the COUNTY, to support pool safety in EOA A.

VI. <u>FUNCTIONAL RESPONSIBILITY</u>

A. CONTRACTOR shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, unless otherwise stated.

| / /

- B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, including the OCEMS Medical Director and/or any other OCEMS employee or designee.
- C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to:

1. Basic Services

- a. Provide the subject services 24/7 and without interruption throughout the term of the Agreement.
- b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

2. Service Description

- a. Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, 24/7.
- b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9 1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County.

3. Service Operations

a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring ambulance zone.

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EXHIBIT B

TO AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION, AND RELATED SERVICES

COUNTY OF ORANGE

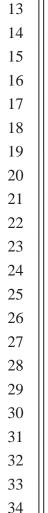
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EMERGENCY AMBULANCE SERVICE, INC.

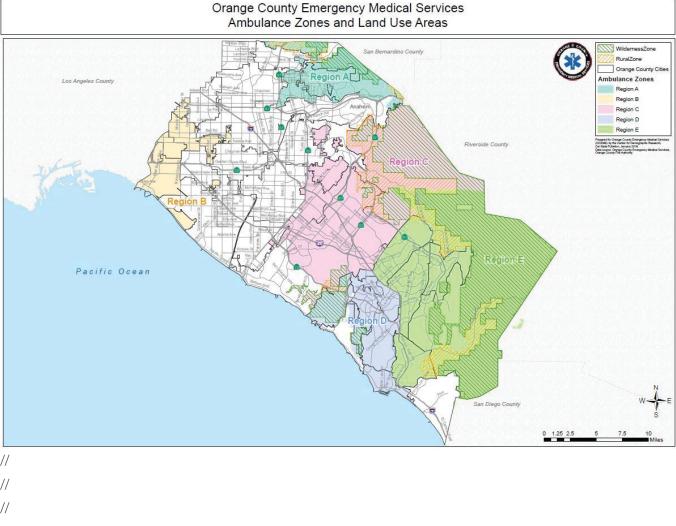
EXCLUSIVE OPERATING AREAA

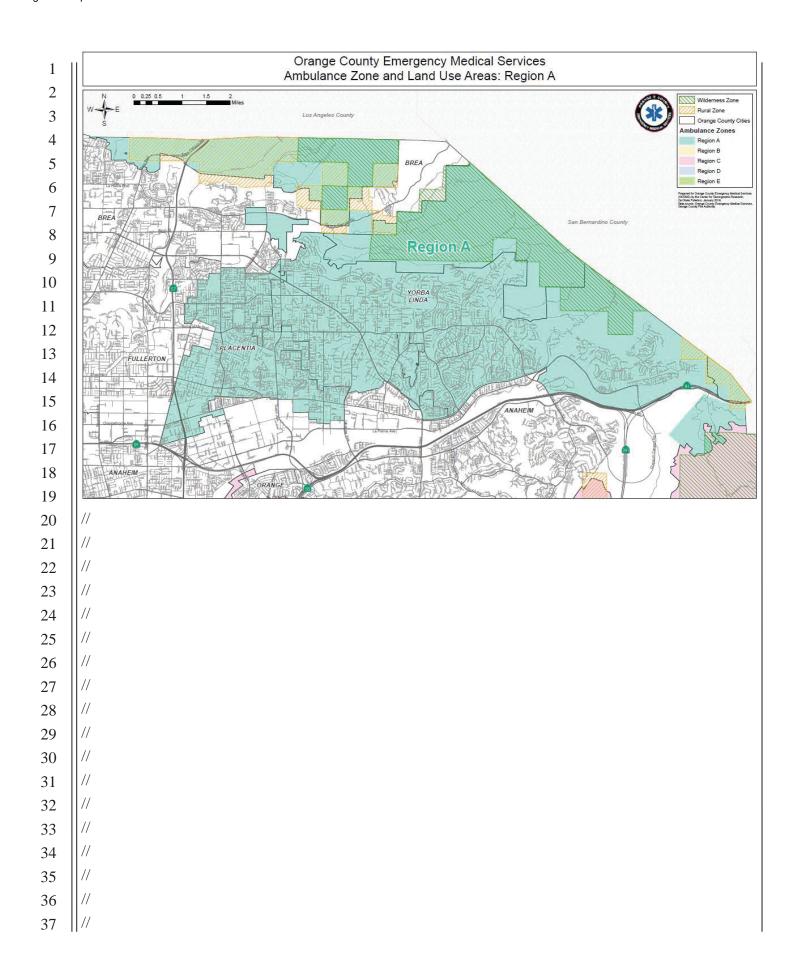
JULY 1, 2020 THROUGH JUNE 30, 2025

I. ASSORTED COUNTY AND EOA MAPS



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AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

AND CARE AMBULANCE SERVICE, INC.

EXCLUSIVE OPERATING AREA B

JUNE 1, 2020 THROUGH MAY 31, 2025

THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CARE AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." The Agreement shall be administered by the Orange County Health Care Agency (ADMINISTRATOR)

WITNESSETH:

WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) Emergency Ambulance Response, Transportation, and other related services for all Patients within Exclusive Operating Areas (EOAs); and

WHEREAS, Health and Safety Code §1797.224 authorizes the Local Emergency Medical Services Agency to develop an emergency medical services system and create EOAs provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan; and

WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an exclusive, performance-based contract to assure Ambulance Service providers with state sanctioned anti-trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance transportation services within EOAs; and

WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY for award of a contract for EOA Area B; and

WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance response, transportation and related services to COUNTY within EOA Area B, as identified in Exhibit A, upon the terms and conditions set forth in this Agreement; and

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

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

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1		REFERENCE	ED CONTRACT PROVISIONS
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3	Term: June 1, 202	0 through May 31, 2025	
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6	Basis For Reimbur	rsement: Revenue Agre	ement
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8			
9	Payment Method:	One Time Payment and	Quarterly Fees As Identified In Exhibit A
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11			
12	CONTRACTOR I	OLING Number	04 777 8402
13	CONTRACTOR	JUNS Number:	04-777-8493
14 15	CONTRACTOR T	ΓΛΥ ID Number:	33-0285453
16	CONTRACTOR	TAX ID Number.	33-0203-33
17			
18	Notices to COUNT	TY and CONTRACTO	R:
19			
20	COUNTY:	County of Orange	
21		Health Care Agency	
22		Contract Services	
23		405 West 5th Street, S	uite 600
24		Santa Ana, CA 92701	
25			
26	CONTRACTOR:	Care Ambulance Serv	ice, Inc.
27		Troy Hagen	
28		1517 W. Braden Court	
29		Orange, CA 92868	
30		(714) 980-3136	
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1	I		I. ACRONYMS
2	The following standard definitions are for reference purposes only and may or may not apply in their		
3	entirety	throughout this Agr	reement:
4	Α.	ARRA	American Recovery and Reinvestment Act
5	В.	ASRS	Alcohol and Drug Programs Reporting System
6	C.	CAP	Corrective Action Plan
7	D.	CCC	California Civil Code
8	E.	CCR	California Code of Regulations
9	F.	CFR	Code of Federal Regulations
10	G.	CHPP	COUNTY HIPAA Policies and Procedures
11	Н.	CHS	Correctional Health Services
12	I.	D/MC	Drug/Medi-Cal
13	J.	DHCS	Department of Health Care Services
14	K.	DPFS	Drug Program Fiscal Systems
15	L.	DRS	Designated Record Set
16	M.	HCA	Health Care Agency
17	N.	HHS	Health and Human Services
18	О.	HIPAA	Health Insurance Portability and Accountability Act
19	P.	HSC	California Health and Safety Code
20	Q.	MHP	Mental Health Plan
21	R.	OCJS	Orange County Jail System
22	S.	OCPD	Orange County Probation Department
23	T.	OCR	Office for Civil Rights
24	U.	OCSD	Orange County Sheriff's Department
25	V.	OIG	Office of Inspector General
26	W.	OMB	Office of Management and Budget
27	X.	OPM	Federal Office of Personnel Management
28	Y.	PADSS	Payment Application Data Security Standard
29	Z.	PC	State of California Penal Code
30	AA.	PCI DSS	Payment Card Industry Data Security Standard
31	AB.	PHI	Protected Health Information
32	AC.	PII	Personally Identifiable Information
33	AD.	PRA	Public Record Act
34	AE.	USC	United States Code
35	AF.	WIC	State of California Welfare and Institutions Code
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II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- 1. CONTRACTOR's proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - $g. \quad Methodology/Procedure \ for \ enforcing \ disciplinary \ standards.$
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

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- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, \$1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

IV. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. CONFLICT OF INTEREST

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

deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

delegation in derogation of this subparagraph shall be void.

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

- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

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VII. <u>DISPUTE RESOLUTION</u>

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- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved by in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- 1. Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2. <u>Irrevocable Letter of Credit</u>, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the

creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

- 3. The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.
- 4. Failure of CONTRACTOR to meet these requirements after CONTRACTOR has been selected, and prior to the contract start date, shall result in forfeiture of CONTRACTOR's contract award.
- C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

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- subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and the COUNTY was the insured.
- F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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22	<u>Coverage</u>	Minimum Limits
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24	Commercial General	\$5,000,000 combined single limit
25	Liability	per occurrence
26		\$5,000,000 aggregate
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28	Automobile Liability including coverage	\$5,000,000 per occurrence
29	for owned, non-owned and hired vehicles	
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31	Workers' Compensation	Statutory
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33	Employers' Liability Insurance	\$1,000,000 per occurrence
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35	Network Security & Privacy Liability	\$1,000,000 per claims made
36	Professional Liability Insurance	\$5,000,000 per claims made
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Sexual Misconduct Liability \$1,000,000 per occurrence 1 2 Performance Security Bond \$1,250,000 per EOA 3 4 I. 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 J. 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, employees, and 14 agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY 15 WRITTEN AGREEMENT. 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 K. All insurance policies required by this Agreement shall waive all rights of subrogation against 27 the County of Orange, its elected and appointed officials, officers, agents and employees when acting 28 within the scope of their appointment or employment. 29 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 30 all rights of subrogation against the County of Orange, its elected and appointed officials, officers, 31 agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN 32 AGREEMENT. 33 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy 34 cancellation and within ten (10) days for non-payment of premium and provide a copy of the 35 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a 36 37

- breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.
- N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.
- R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - S. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XI. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patient records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any Person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above—mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

D. AUDIT RESPONSE

- 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate corrective action either immediately or within a reasonable time, depending on the nature of the audit findings. In the event of non–compliance by CONTRACTOR with the findings made and/or corrective actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as provided for in Subparagraph B of the Termination Paragraph.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. <u>LICENSES AND LAWS</u>

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIV. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any

employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information

Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

state or COUNTY funds.

XVII. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XVII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.
 - 2. WRITTEN NOTIFICATION

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- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years following discharge of the participant, client and/or patient.
- F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
- H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
- 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
- J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security

of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XIX. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XX. SEVERABILITY

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

XXI. STATUS OF CONTRACTOR

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

assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

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XXII. TAX LIABILITY

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

XXIII. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXIV. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this

- Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

E. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its Sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

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- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any patients provided services hereunder.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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MA-042-20010617

1	IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State		
2	of California.		
3	CARE AMBULANCE SERVICE, INC.		
4			
5	— DocuSigned by:		
6	BY: Troy Hagen	DATED: 11/22/2019	
7	10F302F17E5A452		
8	TITLE: CEO		
9			
10	DocuSigned by:		
11	BY: 6 & L	DATED:	
12	9F2935D1EE80487		
13	TITLE: Secretary		
14			
15			
16			
17			
18	COUNTY OF ORANGE		
19			
20			
21	BY:	DATED:	
22	HEALTH CARE AGENCY		
23			
24			
25	APPROVED AS TO FORM		
26	OFFICE OF THE COUNTY COUNSEL		
27	ORANGE COUNTY, CALIFORNIA		
28			
29	CocuSigned by:		
30	BY: Massoud Shamel	DATED: 12/2/2019	
31	79055CA571A94F8		
32			
33	If the contracting party is a comparation true (2) signatures	di one (1) signature by the Chairman of the Daniel the	
34	If the contracting party is a corporation, two (2) signatures are required President or any Vice President; and one (1) signature by the Secretary	y, any Assistant Secretary, the Chief Financial Officer	
35	or any Assistant Treasurer. If the contract is signed by one (1) authori or by-laws whereby the board of directors has empowered said authorically and the contract is signed by one (1) authorically and the cont		
36	signature alone is required by ADMINISTRATOR.	norized individual to act on its behalf by his of her	
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CARE AMBULANCE SERVICE, INC. MA-042-20010617

1	EXHIBIT A
2	TO AGREEMENT FOR PROVISION OF
3	9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
4	TRANSPORTATION, AND RELATED SERVICES
5	COUNTY OF ORANGE
6	AND
7	CARE AMBULANCE SERVICE, INC
8	EXCLUSIVE OPERATING AREA B
9	JUNE 1, 2020 THROUGH MAY 31, 2025
10	
11	I. EXCLUSIVE OPERATING AREA DESIGNATION
12	A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,
13	Transportation, and Related Services shall be provided to all persons requiring emergency medical
14	treatment and ambulance transport within designated County Exclusive Operating Area(s).
15	B. Exclusive Operating Area B shall encompass Cypress, La Palma, Los Alamitos, Seal Beach,
16	Stanton and associated unincorporated areas of Rossmoor, Bolsa Chica, Midway City, Carmel/Lampson,
17	Dale/Augusta, Katella/Rustic and Mac-Syracuse.
18	
19	II. <u>OPERATIONS</u>
20	A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN
21	CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is
22	not limited to, the following:
23	1. Compliance with the terms of the Agreement, minimum performance standards, and
24	applicable rules and regulations.
25	2. Compliance with process measurements and process improvements that integrate with the
26	Orange County Emergency Medical Services (OCEMS) CQI Plan.
27	3. Compliance with effective administration and management of clinical performance (patient
28	care activities), response time performance, driver performance, dispatch performance, and for all other
29	BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural
30	activities of the system; accurate determination of training needs of individuals and the system as a
31	whole; and identification and reporting of significant patient care issues to the base hospital and/or the
32	OCEMS Medical Director.
33	4. Includes CQI indicators, which shall be measured by all system participants, and may be
34	developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers, and
35	OCEMS.
36	5. Indicators that are based on current California EMSA Core Measures, EMS data analysis,
37	research, and call demand.

1	6.	Par	ticipates in and comply with the OCEMS CQI committees and audit processes.
2	7.	CC	NTRACTOR shall be informed of OCEMS' expectations of CQI specifically related to
3	the terms of	the	Agreement:
4		a.	Continually perform Quality Assurance and Quality Improvement, including but not
5	limited to:		
6			1) Organize CQI results and submit to OCEMS in the format specified in Paragraph
7	II. A. subpa	ragr	aph 8 (below) on a quarterly basis.
8			2) Demonstrate progressive quality improvement results evidenced by semi-annual
9	written upda	ates	to OCEMS on the effectiveness of the plan and summary of activities conducted under
10	the plan.		
11		b.	Accurate determination of training needs of:
12			1) Individual
13			a) Field level personnel
14			b) Dispatch personnel
15			c) Supervisor personnel
16			d) Administrative (including billing) personnel
17			2) System wide
18			a) Operational
19			b) Clinical
20			c) Administrative
21		c.	Include action planning to improve performance, based upon core indicators as
22	identified th	rou	gh CONTRACTOR's CQI process.
23		d.	Include action planning to improve performance, based upon core indicators as
24	established	by (OCEMS.
25	8.	CC	NTRACTOR shall submit all CQI reports in the following format:
26		a.	Cover page including:
27			1) CONTRACTOR Name
28			2) Region
29			3) Date of Submission
30			4) Person Completing Report
31			5) Title of Person Completing Report
32		b.	Summary of Findings
33		c.	Quality Indicator Sheet
34		d.	Detailed Results
35			1) Following principles of OCEMS Policy 385.00
36		e.	Application of findings
37			1) Following principles of OCEMS Policy 385.00

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B. RESPONSE TIME OPERATIONS

- 1. Response Time Performance Requirement
- a. Successful performance of the subject services shall in part be based on CONTRACTOR's compliance with the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of CONTRACTOR.
- b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards.
 - 1) Call Classifications
- a) Code 2 emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- b) Code 3 emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - 2) Geographical Zones within EOAs
- a) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- c) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

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TABLE 1: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 "Response Time Compliance Requirements", above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 "Response Time Compliance Requirements", above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) Call Receipt Time

a) "Response Time" begins at "Call Receipt", which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

2) At Scene Time

a) "At Scene" time means the moment the 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the

patient and notifies dispatch that it is fully stopped. Only the arrival of a capable transport emergency ambulance shall constitute "At Scene." This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3) Response Time

a) "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: (1) "At Scene" arrival time, or, (2) the call is cancelled by an OCEMS-recognized public safety agency.

4) Failure to Report "At Scene" Time

a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.

- 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response
- a) From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with standards and penalties for non-compliance shall be as follows:

b) Upgrades

- (1) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:
- (a) Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or

(b) The lower priority Response Time Standard

i. For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade, plus the Code 3 Response Time.

c) Downgrades

- (1) If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and penalties shall be determined by:
 - (a) If the time of the downgrade occurs after the higher priority Response

Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

(b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

d) Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

e) Cancelled Calls

- (1) If an assignment is cancelled prior to arrival on the scene, compliance and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.
 - f) Response Times Outside of the County of Orange
- (1) CONTRACTOR shall not be held accountable for Response Time compliance for any assignment originating outside of the County. Responses to request for service outside the County limits shall not be counted in the total number of calls used to determine compliance.
 - g) Each Incident/Separate Response
- (1) Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements".
 - h) Coverage and Dedicated Ambulances, Use of Stations/Posts.
- (1) These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with this standard.

3. COI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Response Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time Operations" of this Exhibit A and OCEMS Policy 385.00.

C. DISPATCH OPERATIONS

- 1. CONTRACTOR shall be required to meet the following operational expectations, core requirements, and activities:
 - a. Dispatch Operations
- 1) CONTRACTOR shall establish a dispatch system, which shall be approved by OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other circumstances that impair the operation of the primary 9-1-1 dispatch center.
- 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.
 - b. Dispatch Personnel
- 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that ensures effective dispatch operations with requirements for employee eligibility, education and training.
- 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data.
- a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are appropriately assigned and captured for oversight and monitoring.
- b) Assigned dispatchers shall be aware of the appropriate way to change the status units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to closure of the call).
- c) OCEMS will monitor Dispatch Operations through standards set in Paragraph II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan.
 - c. CQI
- 1) CONTRACTOR shall consistently perform CQI in all areas related to their Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch Operations" of this Exhibit A and OCEMS Policy 385.00.
 - D. DATA MANAGEMENT
 - 1. CONTRACTOR shall provide, maintain, and adhere to the following:
 - a. Data and Reporting Requirements
- b. The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, OCEMS shall require detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis (CQI). CONTRACTOR shall provide, maintain, and adhere to the following:
 - 1) Dispatch Computer
 - a) The dispatch computer utilized shall include security features preventing

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conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not collected within CAD data. 2) Records a) Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation to demonstrate its compliance performance. 3) Data Integrity a) CONTRACTOR will routinely perform CQI of required CAD data throughout the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS	
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Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to	
change. Newly identified areas of focus shall be measured at the start of the following month. The CQI	
data shall include, but is not limited to:	
(1) CAD Data Completeness by element;	
(2) CAD Data Accuracy by element;	
(3) Time Measurement;	
(a) Overall accuracy (chronological time elements);	
(b) Elapsed time between left scene to destination time (transport	
time);	
(c) Elapsed time between arrival at destination to back in service time	
(patient offload time);	
(d) Transfer of patient care to posting of PCR;	
(e) Elapsed time between destination time to back in service time;	
(f) Frequency of unauthorized data adjustments;	
(g) Any adjustment made to data fields after a unit is placed back in	
service; and	
(h) Any adjustments made by billing personnel must also be included	
c. Data Reporting and Scheduled Reports	
1) Document and report to OCEMS, monthly, in writing, and on a form provided by	
OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calendar	
month, computer database data in an electronic format and reports pertaining to performance during the	
preceding month related to clinical, operational, and financial performance.	
a) Provide OCEMS with any changes in ownership, executive leadership.	
management, and EOA supervisors.	
b) A list of each call, sorted by Emergency Response EOA, where there was a	
failure to properly record all times necessary to determine the Response Time.	
c) A list of all mutual aid responses coming from outside of an EOA.	
d) Summary of interrupted calls due to vehicle/equipment failures.	

- e) Summary of interrupted calls due to involvement in non-injury and injury accidents.
- f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

d. Response Time Statistical Data

- 1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.
 - a) Response Time Compliance Reports (Monthly):
 - (1) Total Transports for the previous month, based on CAD data
 - (2) Cancelled calls prior to arrival on scene
 - (3) Data reconciliation request reports and resolution

e. Ambulance Zone Equity of Response Time

- 1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.
- a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.

f. Data Amendment Request

1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance, or other causes deemed to be within CONTRACTOR's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

2) In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within Orange County shall be included, except as follows:

a) Declared Disasters

(1) Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

(1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at its sole discretion. At a minimum, the asserted justification for amendment must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an amendment may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness EOA) or off-road locations.

(2) Unusual system overload is defined as two hundred percent (200%) of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

3) Data Amendment Request Procedure

a) It is CONTRACTOR's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond CONTRACTOR's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.

(1) All requests shall be submitted in a format provided to CONTRACTOR by OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.

(2) A request for an amendment received after twenty (20) business days of the close of the month of occurrence will not be considered. OCEMS Contract Administrator will review each amendment request and make a decision for approval or denial. Any appeal of the decision must be

1	submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the
2	committee's decision. CONTRACTOR's appeal to the OCEMS Medical Director shall constitute
3	CONTRACTOR's exclusive remedy to challenge the denial of a request for an amendment. All
4	decisions by the OCEMS Medical Director shall be considered final.
5	4) Approved Data Amendments
6	a) CONTRACTOR will receive notification of approvals at the completion of the
7	data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to
8	reflect the approved data amendments within ten (10) calendar days of notification.
9	b) At the end of the ten (10) calendar days, OCEMS will download the amended
10	data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.
11	g. Other Required Reports
12	1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or
13	concern which may require additional reports. CONTRACTOR must provide these additional reports,
14	and any other requested records, on the first calendar day of the following month.
15	h. Defining Data Deficiencies
16	1) Data collected by the provider, and submitted through OC-MEDS, are utilized to
17	perform a significant portion of contract oversight and monitoring. These elements are found in
18	Paragraph IV.A. "Penalty Provisions" TABLES 3-7 of this Exhibit A.
19	a) Required reporting elements are subject to change based on evolving federal,
20	state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6
21	"Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be
22	required to be reported at the start of the following month. When data elements are incomplete they are
23	considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the
24	number of occurrence per incident record. Data deficiencies include, but are not limited to:
25	(1) Non-chronological values (e.g. on scene time occurs prior to dispatch
26	notified time);
27	(2) Blank values (e.g. missing incident address, city, zip code, etc.);
28	(3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);
29	(4) Missing records (e.g. the record was not submitted to OCMEDS via CAD,
30	and was not submitted within the 20 day record reconciliation period); and
31	(5) Other areas as observed and defined by OCEMS during the Agreement
32	term.
33	i. CQI
34	1) CONTRACTOR shall consistently perform CQI in all areas related to their Data.
35	CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and
36	OCEMS Policy 385.00.
37	E. PCRS and OC-MEDS COMPLIANCE

days after the shall constitute

1	1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to
2	document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies
3	(Ref. OCEMS Policies 300.20, 300.30 and 300.31).
4	a. PCRS Technical Requirements
5	1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS,
6	which shall include a one-way data push from the CAD system to OC-MEDS with real time updates
7	upon each status change. The CAD integration shall be established regardless of the PCRS used.
8	2) CONTRACTOR shall establish and maintain technical interoperability which
9	allows for the transfer of patient care information in real time between EMS providers in the field. This
10	function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer
11	their PCR to the ambulance transport provider at the time of service in the field.
12	3) CONTRACTOR shall supply and maintain computer hardware required to support
13	PCR documentation within the PCRS.
14	4) CONTRACTOR shall establish and maintain continuous mobile internet
15	connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be
16	available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.
17	b. PCR Compliance and Training
18	1) CONTRACTOR shall accurately complete a PCR on every patient to include all
19	information required pursuant to OCEMS Policy 300.10.
20	2) CONTRACTOR shall accurately complete a PCR for every dispatched unit
21	regardless of call outcome. This includes:
22	a) Transports
23	b) Cancelled units
24	(1) A cancelled unit is defined as any unit that is dispatched to an incident, and
25	cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
26	c) Public assists
27	3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS
28	upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.
29	CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards
30	pursuant to OCEMS Policy 300.31.
31	4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency
32	receiving center for each patient.
33	5) CONTRACTOR shall provide initial and continuing PCRS education and training
34	for employees.
35	c. CQI
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1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in Paragraph II.E. "PCR and OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
- a. The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. CONTRACTOR ERCS must be fully compatible with the 800 MHz C.C.C.S.

2. Compliance with Laws

- a. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b. CONTRACTOR'S ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications, compatibility, and requirements, as applicable.
 - 3. Communications Requirements
- CONTRACTOR shall comply with the following requirements concerning the installation, use, operation, and maintenance of their ERCS:
- a. Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.
- b. Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
 - c. ERCS must be operated and maintained 24/7.

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- d. Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- e. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

4. CAD Interface

a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.

5. System Upgrades

- a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.
 - 6. Vehicle Communications Motorola 800 MHz Mobile Radio
- a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:
- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier. Each ambulance must have an ambulance status tracking program that transmits a responding ambulances status (e.g., en route, on scene, and available status functions) through the Motorola 800 MHz radio or similar system.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.

7. Mobile Data Computer System

- a. CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.
 - 1) UHF Med 9 Radio
- a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to

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appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

8. Web Based Communications Application

a. CONTRACTOR shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).

9. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F. "Emergency Response Communications" of this Exhibit A and OCEMS Policy 385.00.

G. FACILITIES, SUPPLIES, AND EQUIPMENT

1. CONTRACTOR shall provide all facilities, equipment, material, and supplies, as well as any other resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and, use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.

a. Standard Inventory

- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.

b. Facilities

1) In an effort to promote a culture of cleanliness and infection control, CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional facilities.

2) Region Headquarters

- a) CONTRACTOR shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- (1) Vehicle re-supply Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - (2) Personnel management
 - (3) Communications
- 3) At the start date of the awarded contract, CONTRACTOR deploying twenty four (24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:

1	a) One (1) bed per on-duty crew member;
2	b) Un-interrupted power supply;
3	c) Air-conditioning;
4	d) Heating;
5	e) One (1) refrigerator for employee food storage for the length of the shift;
6	f) One (1) appliance used to cook food;
7	g) Restroom facilities physically attached to crew quarters; and
8	h) Shower facilities physically attached to crew quarters.
9	c. All identified facilities must show actual tentative agreements between landlord and
10	CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must
11	also demonstrate that the identified facilities are approved by the associated cities as a part of the
12	proposal.
13	d. Personal Safety Equipment
14	1) Provide personal safety equipment for all employees in accordance with applicable
15	federal and state laws and standards. Policies and procedures should clearly describe the routine use of
16	PPE on all patient encounters.
17	2) Personal safety equipment shall comply with State EMSA Guideline 216 regarding
18	recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels
19	of Personal Protective Gear, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated
20	to 9-1-1 emergency transportation, including:
21	a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS
22	Standards);
23	b) Hard hat, Work Helmet Blue; and
24	c) Leather gloves.
25	3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30
26	e. Fleet Requirements
27	1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and
28	any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California
29	ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles.
30	CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that
31	CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and
32	independently from CONTRACTOR's operations in other areas outside of the EOA.
33	2) Emergency Ambulance Vehicles
34	a) CONTRACTOR shall provide Modular (type III) dual rear wheeled
35	ambulances for the provision of the required services. Each vehicle used shall have no more than one
36	hundred thousand (100,000) miles on its odometer at the start of contract and shall be no older than ten
37	(10) years to be in compliance with the standards set forth in OCEMS Policy 720.30.

b) CONTRACTOR shall develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

3) Quantity of Vehicles

- a) CONTRACTOR may be required by OCEMS to expand the total number of ambulances available for use within the EOA (s) and/or the total number of ambulances regionally available for use within the EOA (s), if response time requirements are not consistently being met or if the EOA (s) experience a significant call volume increase.
- b) CONTRACTOR shall, on an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least one hundred thirty percent (130%) of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven (7) ambulances (5 x 130% = 6.5 rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by 130%, the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

4) Automatic Vehicle Locator

a) CONTRACTOR shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. CONTRACTOR shall provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.

5) Video Dashboard Camera Digital Recording

a) CONTRACTOR shall provide, install, and maintain all ambulances with a Mobile Video Systems on-board digital event recorder that shall be mounted on the windshield behind the rear view mirror and on the rear of the ambulance. The system shall provide a digital recording of the front driver's view, ambulance cab interior and a view to the rear of the ambulance. Digital recordings shall be stored on a locked computer hard-drive in the ambulance cab. The video shall be available to CONTRACTOR and COUNTY to view after an ambulance incident for investigation and CQI.

6) Enhanced Monitoring for Fatigue in Drivers

a) CONTRACTOR shall provide, install and maintain an electronic system for driver monitoring. The system shall have in-cab sensors and detection equipment that monitors eyelid closure, specific head movements and other indications of unsafe behavior, including seat belt safety and cellphone use. The system shall have the ability to identify safety issues, alert the driver, and simultaneously upload photos and/or video of the unsafe behaviors to the CONTRACTOR's fleet management system. Photos and videos shall be available to the COUNTY for review.

f. Maintenance

1) Daily Maintenance

- a) CONTRACTOR shall perform daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient compartments.
 - b) Ambulance Checkout (OCEMS Policy 720.30)
- (1) CONTRACTOR shall, at the beginning of each shift, ensure that all ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.
- (2) If CONTRACTOR must respond to a call prior to the completion of the ambulance checkout, CONTRACTOR shall complete their check out at the completion of the assigned call.
- (3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."
 - 2) Ongoing Maintenance
- a) CONTRACTOR shall maintain all vehicles and equipment in excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed non-compliant and cause for immediate termination of Agreement.
- b) CONTRACTOR shall ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or materials and supplies distribution center is required.
- (1) CONTRACTOR shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (2) CONTRACTOR shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.
 - 3) Supervisor Vehicles
- a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall

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36 37 be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds. g. CQI 1) CONTRACTOR shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G "Facilities, Supplies, and Equipment" of this Exhibit A and OCEMS Policy 385.00. H. INSPECTIONS OF VEHICLES, RECORDS, and CREW OUARTERS 1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters. a. OCEMS inspections may include, but are not limited to, the areas mentioned in Paragraph II.G. "Facilities, Supplies, and Equipment" of this Exhibit A.

- b. Inspections are applicable to all ambulances found within a designated EOA area.
- c. Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- d. Refer to Paragraph IV.B. Table 7 "Additional Penalties" of this Exhibit A for penalties related to observed repeated inspection deficiencies.
- 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. CONTRACTOR shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for CONTRACTOR's equipment and facilities.
- a. CONTRACTOR shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.
 - 3. COI
- I. CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. "Inspections of Vehicles, Records, and Crew Quarters" of this Exhibit A and OCEMS Policy 385.00.

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians (EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance Driver Attendant License.

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B. CLINICAL LEVELS & STAFFING REQUIREMENTS

- 1. CONTRACTOR shall provide personnel meeting the following requirements:
 - a. Management Team
- 1) Management team, at a minimum, shall include senior members having no less than five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA(s).
- 2) CONTRACTOR must provide the resumes of all administration and field supervisors.
- a) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within ten (10) calendar days of the effective date of the change. The written notice shall include the resume of any newly assigned staff members.
 - b. EMS Program Liaison
- 1) Designate an EMS Program Liaison, who may also be the operations manager, division manager or similar position. The EMS Program Liaison shall have an overall grasp of the entire operation, be responsible for overall day-to-day operations, perform information review and gathering, and report generation and analysis. Responsibilities shall include, but not be limited to:
- a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA.
- b) Participate in EMS System Stakeholder Committees and task force groups. At a minimum, provide representation at fifty percent (50%) of applicable base hospital meetings, quality assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory Committee, County Paramedic Agency Committee, and Transportation Advisory Committee).
- (1) CONTRACTOR shall maintain a record of the events attended and report the information in a format specified by OCEMS.
- (2) If the designated Liaison is unable to attend, CONTRACTOR shall provide an alternate representative to participate.
- (a) On duty supervisors assigned to an EOA may only attend events that occur within their EOA in accordance with Paragraph III. A. of this Exhibit A.
 - (b) Attendance may be publically reported by OCEMS.
 - c. Field Supervision
- 1) OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs. Personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are:
- a) Assign one (1) on-duty supervisor, to provide twenty four (24) hours a day exclusive coverage to the designated EOA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.

(1) In the event CONTRACTOR is awarded multiple EOAs, each EOA shall

1	borne pathogens and Tuberculosis (TB) may be increased. It is OCEMS' expectation that appropriate
2	procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
3	2) Make available at no cost to employees, all currently recommended immunizations
4	including Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin
5	test.
6	g. Staff Resources
7	1) Ensure that all personnel have access to support references and resources, which
8	may include, but are not limited to:
9	a) Employee Handbook that describes the organization's operational policies and
10	procedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.
11	b) Access to and adherence to OCEMS P&Ps herein and upon all revisions.
12	www.ochealthinfo.com/ems
13	c) Incident reporting P&Ps that include steps for reporting accidents and incidents
14	that occur in the performance of work duties. Incident reporting programs shall provide, at a minimum,
15	a mechanism for reporting patient care, customer service, and operational related incidents.
16	d) P&P related to field supervision, which shall address, at a minimum, training
17	and education and oversight plans and procedures for the designated EOA region(s).
18	e) P&P related to scene safety and personnel safety.
19	h. Minimum Clinical Levels and Staffing Requirements
20	Ambulance Staffing Requirements
21	a) Ambulance service providers rendering the subject services shall be staffed at a
22	minimum with two (2) California certified and Orange County Ambulance Driver/Attendant License
23	EMT's equipped to render 9-1-1 emergency ambulance level care and transport.
24	b) Ambulance personnel rendering the subject services shall throughout the term
25	of the contract, be licensed, accredited and credentialed as appropriate to practice in the County of
26	Orange, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS
27	certification/licensure requirements may be downloaded from the OCEMS website
28	http://www.healthdisasteroc.org/ems/emt.
29	2) Personnel Licensing
30	a) Ensure all licensed, certified, accredited and authorized staff is current and up-
31	to-date in the OC-MEDS licensure system.
32	3) Training Requirements
33	a) At a minimum, CONTRACTOR shall ensure ambulance service personnel
34	receive the following training and/or certifications, which shall be in addition to training defined in State
35	and OCEMS polices:
36	(1) Organization and EMS System Orientation and On-Going Preparedness
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(a) Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all field personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

(2) Preparation for Multi-Casualty Incident

(a) Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

(a) Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Employee Annual Training

(a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Paragraph IV. B. "Penalty Provisions" TABLE 4 of this Exhibit A.

4) Infection Control

a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS Policy 720.50 – Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for Ambulances and Ambulance Equipment.

(1) CONTRACTOR shall maintain records and provide vaccinations, screenings, or records of declination for the following:

1	(a) Tuberculosis (Quantiferon Serum Testing) annually.
2	(b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dose
3	#2 in one (1) month, and dose #3 approximately five (5) months after dose #2).
4	(c) Influenza - give one (1) dose of trivalent inactivated influenza
5	vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
6	(d) MMR for healthcare personnel (HCP) born in 1957 or later without
7	serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.
8	(e) Varicella (chickenpox) for HCP who have no serologic proof of
9	immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, four
10	(4) weeks apart.
11	(f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose
12	every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1)
13	time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.
14	i. CQI
15	1) CONTRACTOR shall consistently perform CQI in all areas related to their
16	Personnel. CQI must meet the requirements set forth in Paragraph III. "Clinical and Personnel" of this
17	Exhibit A and OCEMS Policy 385.00.
18	C. MEDICAL ADMINISTRATION
19	1. Medical Oversight
20	a. The OCEMS Medical Director provides medical control and management of the
21	Emergency Medical Services system through ongoing planning, design, development, evaluation and
22	direction of system-wide Emergency Medical Services. The OCEMS Medical Director intends that the
23	9-1-1 emergency ambulance deployment for the EOA for which this Agreement is issued be designed
24	using a fluid model of organization that will provide high-level performance and optimize health and
25	safety of the community.
26	b. CONTRACTOR may be required to participate in pilot studies that OCEMS may
27	authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in
28	the event conflicting standards are established for the pilot program. Any such pilot program must be
29	approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to
30	the provision of the subject services described in this Agreement.
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32	IV. MANAGEMENT
33	A. ADMINISTRATION PROVISIONS
34	1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract
35	Management.
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a. OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.

b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

TABLE 2: Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1st) payment for this Agreement will be invoiced after the fourth quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR's contracts.

2. Accounting Procedures

a. Invoicing and Payment for Services

OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within thirty (30) calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30th) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

b. Audits and Inspections

1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

- 2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- 3) CONTRACTOR may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

- a. OCEMS policies and ambulance service applications can be found on the Orange County EMS website at www.ochealthinfo.com/ems.
 - 4. Annual Performance Evaluation
- OCEMS shall evaluate the performance of CONTRACTOR on an annual basis, which may include, but not be limited to:
- a. Response Time performance standards assessed with reference to the minimum requirements in Agreement.
- b. Clinical performance standards assessed with reference to minimum Agreement requirements.
- c. Operational performance standards assessed with reference to minimum Agreement requirements.
- d. Financial performance standards assessed with reference to minimum Agreement requirements.
 - e. Initiation of innovative programs to improve system performance.
 - f. Compliance with information reporting requirements.

5. Service Charges

- a. CONTRACTOR shall not charge patients for the provision of the required services more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:
- 1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.
- a) CONTRACTOR shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply

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Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly 1 paying the ALS Reimbursement Rate according to their agreement. 2 b. Zero-Pay Patients 3 1) ALS Service Provider shall not require CONTRACTOR to pay the established 4 ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for 5 service to patients whose only method of healthcare coverage or insurance is provided by a state or local 6 subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services 7 Network). CONTRACTOR may seek relief from making the required reimbursement payments to ALS 8 Service Provider by applying for a zero-pay patient Exemption as provided below. 9 10 c. Risk of Non-Payment 1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of 11 non-payment for any and all of the services rendered and the charges incurred in connection with 12 performance of the services described in the AGREEMENT, including all BLS and ALS charges and the 13 ALS Reimbursement Rate, as described above. 14 d. Medicare Patients 15 1) CONTRACTOR may not charge Medicare patients more than the maximum 16 Medicare rate. 17 Billing, Audit, and Access to Records 18 19 1) CONTRACTOR shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless 20 approved in writing and in advance by OCEMS. 21 2) CONTRACTOR shall establish and demonstrate an auditable billing system 22 23 approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be 24 made by OCEMS according to the following criteria: 25 a) BLS 26 27 b) Patient Name c) Chief compliant (billed) 28 d) EOA 29 e) Response location including zip code 30 **BLS** Transport 31 g) ALS Assessment/BLS Transport 32 h) ALS Escort 33 9-1-1 Responses without transport 34 35 Day/Month/Year/Time k) Patient care record number 36 37

3) CONTRACTOR shall perform CQI on their billing process within the terms of Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.

f. Accounting

- 1) CONTRACTOR must maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and information upon seventy two (72) hours advanced written notice at all times during normal business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:
 - a) Patient invoices
 - b) All service charges
 - c) All reimbursements
 - d) All payments made to other providers
- e) Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS
 - g. Submission of Claims
- 1) CONTRACTOR must submit timely and accurate claims for services provided. A third party billing agent may be used for this purpose and must meet the requirements of this Agreement.
 - h. Zero-Pay Patient Exemption Requests
- 1) CONTRACTOR will not be required to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." CONTRACTOR may seek relief from making the required reimbursement payments to the ALS Services Provider by applying for a Zero Pay Patient Exemption.
 - 6. Agreement Breach Affecting Health and Safety
- a. In the event OCEMS determines that a breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, and the County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder of the

RFP process to take over the provision of the Services. Upon termination of Agreement with CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder without conducting another solicitation or otherwise proceed as deemed in the public interest.

- b. In the event of determination by OCEMS that CONTRACTOR is in breach of Agreement or applicable law, and that the nature of the breach is such that the public health and safety are endangered, the performance security bond shall be subject to immediate release of funds to the County.
 - 7. Alternate Emergency Ambulance Service Provider
- a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year of the start date of the term of this Agreement.
 - 8. Transition Planning -
- a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.
 - 9. General Provisions
 - a. Permits and Licenses
- 1) Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. CONTRACTOR shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.
 - b. Compliance with Laws and Regulations
- 1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.
 - c. Observation and Inspections

- 1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on any vehicle at any time.
- 2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.
 - d. Notice of Litigation or Investigations
- 1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to CONTRACTOR's operations.

B. PENALTY PROVISIONS

- 1. Response Time Compliance Penalties
- 1) Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a CONTRACTOR's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:
 - a) Penalties for Failure to Comply with Response Time Requirements
- (1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR fails to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone within the EOA and within each code of response that exceeds the Response Time requirements. Penalties for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (TABLE 8 "Per Call Response Time Penalties").

TABLE 3: Per Call Response Time Penalties

Late	Penalty
0.01 – 1 minute	\$5
1.01 - 2 min.	\$10
2.01 - 3 min.	\$20
3.01 – 4 min.	\$50
4.01 – 5 min.	\$70
5.01 – 6 min.	\$90
6.01 – 7 min.	\$110
7.01 - 8 min.	\$140
8.01 – 9 min.	\$160
9.01 – 10 min.	\$180

10.01 – 15 min.	\$200
15.01 – 20 min.	\$250
20.01 – 30 min.	\$300
30.01 – 60 min.	\$600
> 60 min.	\$10,000

2. EOA Non-Compliance Penalties

- 1). In addition to the per call response time penalties for individual late responses, penalties shall be assessed in a accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if.
- a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.
- c) A continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.
- d) All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 4: Penalties for EOA Non-Compliance

EOA Performance	Penalty
94% - 94.9%	\$2,000
93% - 93.9%	\$4,000
92% - 92.9%	\$6,000
91% - 91.9%	\$8,000
90.9% and less	\$10,000

3. Data Deficiencies Penalties

1). Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of 20 business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

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TABLE 5: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 6: Defining Data Deficiencies

ImageTrend Field
Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for
required EATS Contract data elements

4. Failure to Respond Penalties

- 1). Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.
- a) In the event CONTRACTOR does not respond with an ambulance to an emergency medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate termination of Agreement.

5. Use of Instant Aid/Mutual Aid Penalties

- 1). CONTRACTOR shall maintain all obligations as required by this Agreement when using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to persons in need of such services within those areas. CONTRACTOR must identify any areas located within the EOA that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.
- a) CONTRACTOR must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the agreement. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.
- (1) Pending OCEMS approval of CONTRACTOR identified area best served through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:
- (i) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.

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- (ii) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".
- 2). In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure requirements, CONTRACTOR will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.
- 3). CONTRACTOR will be assessed penalties, as defined in TABLE 3 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 7 "Additional Penalties".
- 4). Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than two hundred percent (200%) of the Instant Aid/Mutual Aid support that it provides the specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.
- 5). All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this Agreement.
 - 6. Additional Penalties
- 1). OCEMS may impose financial penalties for other performance deficiencies by CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 7 (Additional Penalties).

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date
Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$50 per instance when patient care records are not accurate and

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		completed within
		established time. \$100
		per day for every ePCR
		not completed within
		24 hours of patient
		delivery
		\$50 per instance when
Failure to accurately	Accurately complete PCR for each unit	patient care records are
complete PCR in accordance	dispatched to an incident, regardless of	not accurate and
with Contact Requirements	call outcome	
with Contact Requirements	can outcome	completed within established time
		\$1,000 per incident
		which a 9-1-1
Failure to ensure equipment	All emergency calls shall be responded	emergency ambulance
and supplies on board an	to by a 9-1-1 emergency ambulances	responds and is not
emergency ambulance	stocked with non-expired equipment	prepared with
į ,	and supplies	equipment and supplies
		required for patient
		care
Failure to ensure ambulances	OCEMS policy 720.50, VIII.	\$1,000 per incident
and associated equipment		which a 9-1-1
responding inside of EOA	"Cleaning Standards For Ambulances	emergency ambulance
meet OCEMS cleaning	and Ambulance Equipment"	responds and is not
policy standards	and Amountainee Equipment	meet OCEMS cleaning
policy standards		policy standards
Failure to provide timely	Quality improvement, clinical data and	\$50 per report or data
quality improvement data	reports due on specific date after close	submission, per day,
	1	received after specified
and reports	of month	due date
Foilum to marride the star	Unusual occurrence reports due within	\$100 per report, per
Failure to provide timely	specific time from date of the	day, received after
unusual occurrence reports	occurrence	specified time frame
Failure to respond to an	D11 (C' ' 1 (C	Minimum \$10,000 for
emergency request for a	Respond to all official requests for a	each failure to respond
response from a County	response from County public safety	to an official call
public safety agency	agencies	
	OCEMS identification of any	\$500 per deficiency for
Failure to communicate	deficiency that contractor should have	failure to communicate
Clinical, Operational, or	reasonably self-identified through	clinical, operational or
Systematic Errors	routine monitoring and CQI	systematic errors
	Tourne monitoring and CQ1	

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Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

7. Penalty Disputes

- 1). OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.
- 2). CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within 10 calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.
- 3). OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.
- 4). OCEMS shall provide written notification of its decision to that effect, which notifications shall set forth in detail the reasons therefor.
- a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS's decision in writing to the OCEMS Medical Director within ten (10) calendar days of date of the OCEMS's written notification of decision.
- b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.
- c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.
- 8. TABLE 7 Penalty notification process This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.
- 1). CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with respect to any provisions of the contract, the penalties outlined in TABLE 7 "Additional Penalties" may be applied.
- 2. Each heading of Agreement clauses or provisions will be observed as a group (e.g. Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may receive a written notice from OCEMS following the process below:

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with a specified completion date.

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Within ten (10) calendar days of OCEMS' observation of CONTRACTOR deficiency(ies) OCEMS will		
notify CONTRACTOR, in writing that the observed deficiency has continued, and was not corrected		
with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is		
not corrected.		
c) Third observation of same deficiency		
Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS		
will notify CONTRACTOR in writing, of the incurred penalty.		
d) Subsequent Deficiencies		
Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS		
will notify CONTRACTOR in writing, of the incurred penalty.		
9. CQI		
1). CONTRACTOR shall consistently perform CQI in all areas related to the penalties that		
they receive. CQI must meet the requirements set forth in Paragraph II. A. "Continuous Quality		
Improvement" and OCEMS Policy 385.00.		
V. EMS SYSTEM AND COMMUNITY COMMITMENT		
A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT		
OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and		
mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional		
disaster preparation and response, including disaster drills and exercises, mutual and automatic aid		
agreements, and training.		
B. ACCREDITATION		
1. CONTRACTOR must have current Commission on Accreditation of Ambulance Services		
(CAAS) Accreditation.		
C. HANDLING SERVICE COMPLAINTS		
1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt		
response and follow-up to such complaints. Such responses shall be subject to limitations imposed by		
patient confidentiality restrictions.		
D. CLINICAL INQUIRIES AND RESOLUTIONS		
1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to		
the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, a		
applicable.		

a) First/initial discovery/observation of deficiency

b) Second notice of observation of same deficiency

Within ten (10) calendar days of OCEMS' discovery of CONTRACTOR's deficiency(ies) OCEMS will

notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required

E. PATIENT SATISFACTION PROGRAM

- 1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and, for all subsequent modifications and updates. CONTRACTOR must submit to OCEMS, PSP data and findings quarterly, within ten (10) calendar days after the end of the quarter. All data will be reported on the OCEMS website at www.ochealthinfo.com/ems along with the midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS Service Provider(s), and shall include, but not be limited to:
- a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.
- b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

- 1. CONTRACTOR must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.
- 2. At a minimum, CONTRACTOR will provide one (1) educational health based program per month; and the program shall be a research-based educational event, held in every city within the EOA, on a quarterly basis.
- 3. CONTRACTOR shall conduct senior welfare checks in areas with a high concentration of senior communities, including but not limited to Seal Beach Leisure World. Public health and education programs shall include, but are not limited to, blood pressure screenings and fall prevention.
- 4. CONTRACTOR shall provide public service announcement (PSA) ambulances focused on spreading awareness of important public health and safety concerns. CONTRACTOR shall have their PSA ambulances' messaging approved by the COUNTY.

VI. <u>FUNCTIONAL RESPONSIBILITY</u>

- A. CONTRACTOR shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, unless otherwise stated.
- B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, including the OCEMS Medical Director and/or any other OCEMS employee or designee.

//

- C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to:

 1. Basic Services

 a. Provide the subject services 24/7 and without interruption throughout the term of the contract.
- b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

2. Service Description

- a. Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, 24/7.
- b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9 1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County.

3. Service Operations

a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring ambulance zone.

EXHIBIT B

TO AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

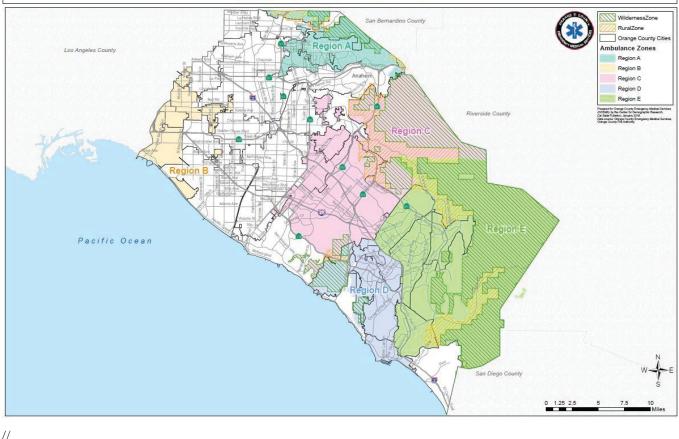
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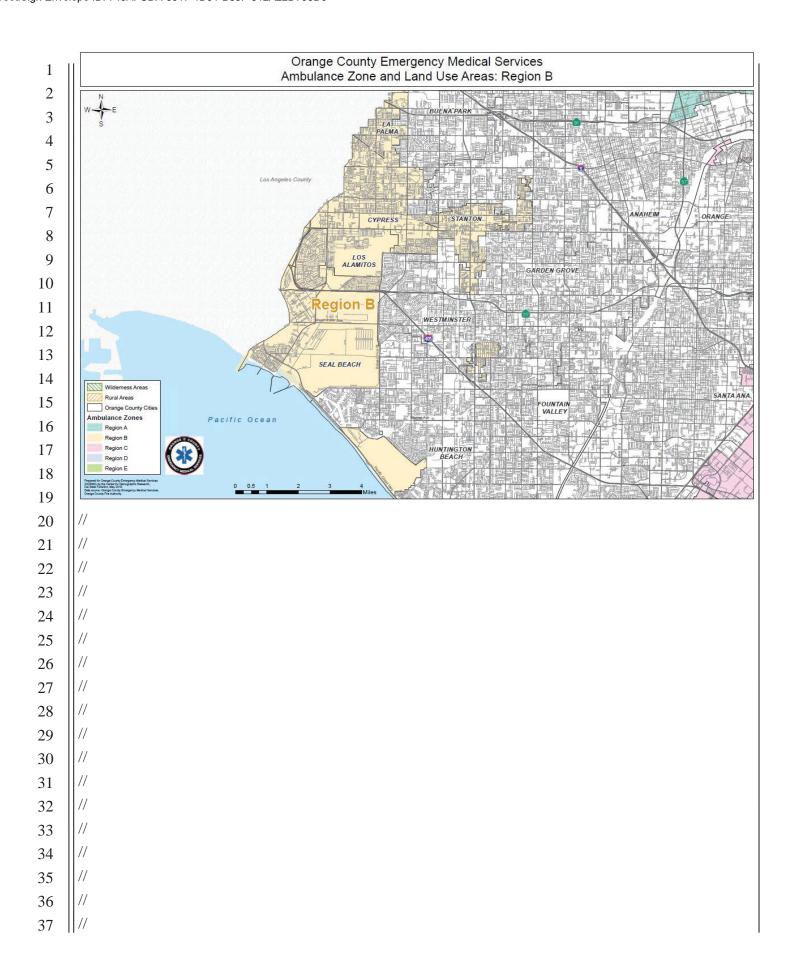
CARE AMBULANCE SERVICE, INC EXCLUSIVE OPERATING AREA B

JUNE 1, 2020 THROUGH MAY 31, 2025

I. ASSORTED COUNTY AND EOA MAPS

 Orange County Emergency Medical Services Ambulance Zones and Land Use Areas





AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

AND CARE AMBULANCE SERVICE, INC.

EXCLUSIVE OPERATING AREA C

JUNE 1, 2020 THROUGH MAY 31, 2025

THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CARE AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." The Agreement shall be administered by the Orange County Health Care Agency (ADMINISTRATOR)

WITNESSETH:

WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) Emergency Ambulance Response, Transportation, and other related services for all Patients within Exclusive Operating Areas (EOAs); and

WHEREAS, Health and Safety Code §1797.224 authorizes the Local Emergency Medical Services Agency to develop an emergency medical services system and create EOAs provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan; and

WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an exclusive, performance-based contract to assure Ambulance Service providers with state sanctioned anti-trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance transportation services within EOAs; and

WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY for award of a contract for EOA Area C; and

WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance response, transportation and related services to COUNTY within EOA Area C, as identified in Exhibit A, upon the terms and conditions set forth in this Agreement; and

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

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

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1		REFERENCI	ED CONTRACT PROVISIONS
2			
3	Term: June 1, 2020 through May 31, 2025		
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6	Basis For Reimbur	rsement: Revenue Agre	eement
7			
8			
9	Payment Method:	One Time Payment and	Quarterly Fees As Identified In Exhibit A
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11			
12			
13	CONTRACTOR I	DUNS Number:	04-777-8493
14			
15	CONTRACTOR	TAX ID Number:	33-0285453
16			
17	NI 4° A. COLINI		n.
18	Notices to COUN I	TY and CONTRACTO	K:
19	COUNTY:	County of Orange	
20	COUNTT.	Health Care Agency	
21 22		Contract Services	
23		405 West 5th Street, S	uite 600
24		Santa Ana, CA 92701	
25		Sunta 1 ma, C11 72701	
26	CONTRACTOR:	Care Ambulance Serv	ice. Inc.
27		Troy Hagen	
28		1517 W. Braden Court	t .
29		Orange, CA 92868	
30		(714) 980-3136	
31		troyh@careambulance	e.net
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1			I. <u>ACRONYMS</u>
2	The following standard definitions are for reference purposes only and may or may not apply in their		
3	entirety	throughout this Agr	eement:
4	A.	ARRA	American Recovery and Reinvestment Act
5	В.	ASRS	Alcohol and Drug Programs Reporting System
6	C.	CAP	Corrective Action Plan
7	D.	CCC	California Civil Code
8	E.	CCR	California Code of Regulations
9	F.	CFR	Code of Federal Regulations
10	G.	CHPP	COUNTY HIPAA Policies and Procedures
11	H.	CHS	Correctional Health Services
12	I.	D/MC	Drug/Medi-Cal
13	J.	DHCS	Department of Health Care Services
14	K.	DPFS	Drug Program Fiscal Systems
15	L.	DRS	Designated Record Set
16	M.	HCA	Health Care Agency
17	N.	HHS	Health and Human Services
18	О.	HIPAA	Health Insurance Portability and Accountability Act
19	P.	HSC	California Health and Safety Code
20	Q.	MHP	Mental Health Plan
21	R.	OCJS	Orange County Jail System
22	S.	OCPD	Orange County Probation Department
23	T.	OCR	Office for Civil Rights
24	U.	OCSD	Orange County Sheriff's Department
25	V.	OIG	Office of Inspector General
26		OMB	Office of Management and Budget
27		OPM	Federal Office of Personnel Management
28		PADSS	Payment Application Data Security Standard
29		PC	State of California Penal Code
30		PCI DSS	Payment Card Industry Data Security Standard
31	1	PHI	Protected Health Information
32	AC.		Personally Identifiable Information
33		PRA	Public Record Act
34		USC	United States Code
35	AF.	WIC	State of California Welfare and Institutions Code
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II. <u>ALTERATION OF TERMS</u>

- A. This Agreement, together with Exhibit A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- 1. CONTRACTOR's proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

IV. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. CONFLICT OF INTEREST

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

deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a

reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

13 of 31 Care Ambulance Service, Inc.

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved by in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- 1. <u>Performance Bond</u> issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2. <u>Irrevocable Letter of Credit</u> issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

- 3. The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.
 - 4. Failure of CONTRACTOR to meet these requirements after CONTRACTOR has been selected, and prior to the contract start date, shall result in forfeiture of CONTRACTOR's contract award.
 - C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and the COUNTY was the insured.
- F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

19 **Minimum Limits** 20 Coverage 21 Commercial General \$5,000,000 combined single limit 22 Liability per occurrence 23 \$5,000,000 aggregate 24 25 Automobile Liability including coverage \$5,000,000 per occurrence 26 for owned, non-owned and hired vehicles 27 28 Workers' Compensation Statutory 29 30 Employers' Liability Insurance \$1,000,000 per occurrence 31 32 \$1,000,000 per claims made Network Security & Privacy Liability 33 Professional Liability Insurance \$5,000,000 per claims made 34 35 Sexual Misconduct Liability \$1,000,000 per occurrence 36 37

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I. REQUIRED COVERAGE FORMS

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

J. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or selfinsurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

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- N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.
- R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - S. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XI. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patient records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any Person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

D. AUDIT RESPONSE

- 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate corrective action either immediately or within a reasonable time, depending on the nature of the audit findings. In the event of non–compliance by CONTRACTOR with the findings made and/or corrective actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as provided for in Subparagraph B of the Termination Paragraph.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. <u>LICENSES AND LAWS</u>

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIII. <u>LITERATURE</u>, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIV. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

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CARE AMBULANCE SERVICE, INC.

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sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all

may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and

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CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds. **XVII. NOTICES** A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements

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authorized or required by this Agreement shall be effective:

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

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2. When faxed, transmission confirmed;

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3. When sent by Email; or

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

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

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

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

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XVII. NOTIFICATION OF DEATH

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

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

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

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2. WRITTEN NOTIFICATION

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

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- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by \$70747 through and including \$70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with \$51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
 - E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years following discharge of the participant, client and/or patient.
 - F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
 - G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
 - H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
 - 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
 - J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XIX. <u>REVENUE</u>

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XX. SEVERABILITY

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

XXI. STATUS OF CONTRACTOR

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

XXII. TAX LIABILITY

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

XXIII. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXIV. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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

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

E. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its Sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any patients provided services hereunder.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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37 II.

1	IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State		
2	of California.		
3	CARE AMBULANCE SERVICE, INC.		
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5	— DocuSigned by:		1. (00 (00.0
6	BY: Troy Hagen	DATED:	11/22/2019
7			
8	TITLE: CEO		
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10	DocuSigned by:		
11	BY: 6-2-	DATED:	11/22/2019
12	9F2935D1EE80487		
13	TITLE: Secretary		
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16			
17			
18	COUNTY OF ORANGE		
19			
20			
21	BY:	DATED:	
22	HEALTH CARE AGENCY		
23			
24			
25	APPROVED AS TO FORM		
26	OFFICE OF THE COUNTY COUNSEL		
27	ORANGE COUNTY, CALIFORNIA		
28			
29	DocuSigned by:		
30	BY: Massoud Shamel	DATED:	12/2/2019
31	79055CA571A94F8		
32			
33	If the contracting party is a corporation, two (2) signatures are required	d: one (1) sign	ature by the Chairman of the Roard the
34	If the contracting party is a corporation, two (2) signatures are required President or any Vice President; and one (1) signature by the Secretary	y, any Assistan	t Secretary, the Chief Financial Officer
35	or any Assistant Treasurer. If the contract is signed by one (1) authorized by one by-laws whereby the board of directors has empowered said authorized by the board of directors has empowered said authorized by the board of directors has empowered said authorized by the board of directors has empowered said authorized by the board of directors has empowered by the board of directors have been been directors as the board of directors have been directors and directors and directors are directors and directors are directors and directors are directors and directors and directors are dir		
36	signature alone is required by ADMINISTRATOR.	norized marvic	idai to act on its benan by ms of her
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CARE AMBULANCE SERVICE, INC. MA-042-20010710

₁	EXHIBIT A		
2	TO AGREEMENT FOR PROVISION OF		
3	9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,		
4	TRANSPORTATION, AND RELATED SERVICES		
5	COUNTY OF ORANGE		
6	AND		
7	CARE AMBULANCE SERVICE, INC		
8	EXCLUSIVE OPERATING AREA C		
9	JUNE 1, 2020 THROUGH MAY 31, 2025		
10			
11	I. EXCLUSIVE OPERATING AREA DESIGNATION		
12	A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,		
13	Transportation, and Related Services shall be provided to all persons requiring emergency medical		
14	treatment and ambulance transport within designated County Exclusive Operating Area(s).		
15	B. Exclusive Operating Area C shall encompass Irvine, Tustin, Villa Park and associated		
16	unincorporated areas of John Wayne Airport, Irvine Sphere of Influence, Cowan, Lemon Heights, North		
17	Tustin (Orange and Tustin Portions), Silverado Canyon, El Modena, Lincoln/Glassell, North El Modena,		
18	Olive Heights, Orange Park Acres and Santiago Creek.		
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20	II. <u>OPERATIONS</u>		
21	A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN		
22	CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is		
23	not limited to, the following:		
24	1. Compliance with the terms of the Agreement, minimum performance standards, and		
25	applicable rules and regulations.		
26	2. Compliance with process measurements and process improvements that integrate with the		
27	Orange County Emergency Medical Services (OCEMS) CQI Plan.		
28	3. Compliance with effective administration and management of clinical performance (patient		
29	care activities), response time performance, driver performance, dispatch performance, and for all other		
30	BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural		
31	activities of the system; accurate determination of training needs of individuals and the system as a		
32	whole; and identification and reporting of significant patient care issues to the base hospital and/or the		
33	OCEMS Medical Director.		
34	4. Includes CQI indicators, which shall be measured by all system participants, and may be		
35	developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers, and		
36	OCEMS.		
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1	5. Indicators that are based on current California EMSA Core Measures, EMS data analysis,		
2	research, and call demand.		
3	6. Participates in and comply with the OCEMS CQI committees and audit processes.		
4	7. CONTRACTOR shall be informed of OCEMS' expectations of CQI specifically related to		
5	the terms of the Agreement:		
6	a. Continually perform Quality Assurance and Quality Improvement, including but no		
7	limited to:		
8	1) Organize CQI results and submit to OCEMS in the format specified in Paragraph		
9	II. A. subparagraph 8 (below) on a quarterly basis.		
10	2) Demonstrate progressive quality improvement results evidenced by semi-annua		
11	written updates to OCEMS on the effectiveness of the plan and summary of activities conducted under		
12	the plan.		
13	b. Accurate determination of training needs of:		
14	1) Individual		
15	a) Field level personnel		
16	b) Dispatch personnel		
17	c) Supervisor personnel		
18	d) Administrative (including billing) personnel		
19	2) System wide		
20	a) Operational		
21	b) Clinical		
22	c) Administrative		
23	c. Include action planning to improve performance, based upon core indicators as		
24	identified through CONTRACTOR's CQI process.		
25	d. Include action planning to improve performance, based upon core indicators as		
26	established by OCEMS.		
27	8. CONTRACTOR shall submit all CQI reports in the following format:		
28	a. Cover page including:		
29	1) CONTRACTOR Name		
30	2) Region		
31	3) Date of Submission		
32	4) Person Completing Report		
33	5) Title of Person Completing Report		
34	b. Summary of Findings		
35	c. Quality Indicator Sheet		
36	d. Detailed Results		
37	1) Following principles of OCEMS Policy 385.00		

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e. Application of findings

1) Following principles of OCEMS Policy 385.00

B. RESPONSE TIME OPERATIONS

- 1. Response Time Performance Requirement
- a. Successful performance of the subject services shall in part be based on CONTRACTOR's compliance with the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of CONTRACTOR.
- b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards.
 - 1) Call Classifications
- a) Code 2 emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- b) Code 3 emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - 2) Geographical Zones within EOAs
- a) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- c) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

TABLE 1: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 "Response Time Compliance Requirements", above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 "Response Time Compliance Requirements", above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) Call Receipt Time

a) "Response Time" begins at "Call Receipt", which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

2) At Scene Time

a) "At Scene" time means the moment the 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies dispatch that it is fully stopped. Only the arrival of a capable transport emergency

ambulance shall constitute "At Scene." This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3) Response Time

- a) "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: (1) "At Scene" arrival time, or, (2) the call is cancelled by an OCEMS-recognized public safety agency.
 - 4) Failure to Report "At Scene" Time
- a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.
 - 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response
- a) From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with standards and penalties for non-compliance shall be as follows:
 - b) Upgrades
- (1) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:
- (a) Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or
 - (b) The lower priority Response Time Standard
- i. For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade, plus the Code 3 Response Time.
 - c) Downgrades
- (1) If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and penalties shall be determined by:
- (a) If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

(b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

d) Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

e) Cancelled Calls

- (1) If an assignment is cancelled prior to arrival on the scene, compliance and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.
 - f) Response Times Outside of the County of Orange
- (1) CONTRACTOR shall not be held accountable for Response Time compliance for any assignment originating outside of the County. Responses to request for service outside the County limits shall not be counted in the total number of calls used to determine compliance.
 - g) Each Incident/Separate Response
- (1) Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements".
 - h) Coverage and Dedicated Ambulances, Use of Stations/Posts.
- (1) These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with this standard.

3. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Response Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time Operations" of this Exhibit A and OCEMS Policy 385.00.

C. DISPATCH OPERATIONS 1 1. CONTRACTOR shall be required to meet the following operational expectations, core 2 3 requirements, and activities: a. Dispatch Operations 4 1) CONTRACTOR shall establish a dispatch system, which shall be approved by 5 OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other 6 circumstances that impair the operation of the primary 9-1-1 dispatch center. 7 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing 8 qualified personnel and supervision. 9 10 b. Dispatch Personnel 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that 11 ensures effective dispatch operations with requirements for employee eligibility, education and training. 12 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison 13 shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data. 14 15 a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are 16 appropriately assigned and captured for oversight and monitoring. 17 b) Assigned dispatchers shall be aware of the appropriate way to change the status 18 19 units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to 20 closure of the call). 21 c) OCEMS will monitor Dispatch Operations through standards set in Paragraph 22 23 II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan. 24 c. COI 25 1) CONTRACTOR shall consistently perform CQI in all areas related to their 26 27 Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch Operations" of this Exhibit A and OCEMS Policy 385.00. 28 D. DATA MANAGEMENT 29 1. CONTRACTOR shall provide, maintain, and adhere to the following: 30 a. Data and Reporting Requirements 31 b. The long-term success of any EMS system is predicated upon its ability to both 32 measure and manage its affairs. Therefore, OCEMS shall require detailed operational, clinical, and 33 administrative data in a manner that facilitates its retrospective analysis (CQI). CONTRACTOR shall 34 35 provide, maintain, and adhere to the following: 36 37

.	1) Dispose Commutes		
$\frac{1}{2}$	1) Dispatch Computer		
2	a) The dispatch computer utilized shall include security features preventing		
3	unauthorized access or retrospective adjustments to data with full audit trail documentation. Ir		
4	conjunction with OCEMS, establish procedures to automate the monthly reporting requirements no		
5	collected within CAD data.		
6	2) Records		
7 8	a) Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation to demonstrate its compliance performance.		
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11	a) CONTRACTOR will routinely perform CQI of required CAD data throughou the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS		
12	Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to		
13			
14	change. Newly identified areas of focus shall be measured at the start of the following month. The CQ data shall include, but is not limited to:		
15	(1) CAD Data Completeness by element;		
16	(2) CAD Data Accuracy by element;		
17	(3) Time Measurement;		
18	(a) Overall accuracy (chronological time elements);		
19	(b) Elapsed time between left scene to destination time (transport		
20	time);		
21	(c) Elapsed time between arrival at destination to back in service time		
22	(patient offload time);		
23	(d) Transfer of patient care to posting of PCR;		
24	(e) Elapsed time between destination time to back in service time;		
25	(f) Frequency of unauthorized data adjustments;		
26	(g) Any adjustment made to data fields after a unit is placed back in		
27	service; and		
28	(h) Any adjustments made by billing personnel must also be included		
29	c. Data Reporting and Scheduled Reports		
30	1) Document and report to OCEMS, monthly, in writing, and on a form provided by		
31	OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calendar		
32	month, computer database data in an electronic format and reports pertaining to performance during the		
33	preceding month related to clinical, operational, and financial performance.		
34	a) Provide OCEMS with any changes in ownership, executive leadership		
35	management, and EOA supervisors.		
36	b) A list of each call, sorted by Emergency Response EOA, where there was a		
37	failure to properly record all times necessary to determine the Response Time.		
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accidents.

- c) A list of all mutual aid responses coming from outside of an EOA.
- d) Summary of interrupted calls due to vehicle/equipment failures.
- e) Summary of interrupted calls due to involvement in non-injury and injury
- f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.
 - d. Response Time Statistical Data
- 1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.
 - a) Response Time Compliance Reports (Monthly):
 - (1) Total Transports for the previous month, based on CAD data
 - (2) Cancelled calls prior to arrival on scene
 - (3) Data reconciliation request reports and resolution
 - e. Ambulance Zone Equity of Response Time
- 1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.
- a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.
 - f. Data Amendment Request
- 1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance,

or other causes deemed to be within CONTRACTOR's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

2) In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within Orange County shall be included, except as follows:

a) Declared Disasters

(1) Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

(1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at its sole discretion. At a minimum, the asserted justification for amendment must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an amendment may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness EOA) or off-road locations.

(2) Unusual system overload is defined as two hundred percent (200%) of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

3) Data Amendment Request Procedure

a) It is CONTRACTOR's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond CONTRACTOR's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.

(1) All requests shall be submitted in a format provided to CONTRACTOR by OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.

,	(2) A request for an amendment received after twenty (20) business days of the
$\begin{bmatrix} 1 \\ 2 \end{bmatrix}$	close of the month of occurrence will not be considered. OCEMS Contract Administrator will review
3	each amendment request and make a decision for approval or denial. Any appeal of the decision must be
4	submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the
5	committee's decision. CONTRACTOR's appeal to the OCEMS Medical Director shall constitute
6	CONTRACTOR's exclusive remedy to challenge the denial of a request for an amendment. All
7	decisions by the OCEMS Medical Director shall be considered final.
8	4) Approved Data Amendments
9	a) CONTRACTOR will receive notification of approvals at the completion of the
10	data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to
11	reflect the approved data amendments within ten (10) calendar days of notification.
12	b) At the end of the ten (10) calendar days, OCEMS will download the amended
13	data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.
14	g. Other Required Reports
15	1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or
16	concern which may require additional reports. CONTRACTOR must provide these additional reports,
17	and any other requested records, on the first calendar day of the following month.
18	h. Defining Data Deficiencies
19	1) Data collected by the provider, and submitted through OC-MEDS, are utilized to
20	perform a significant portion of contract oversight and monitoring. These elements are found in
21	Paragraph IV.A. "Penalty Provisions" TABLES 3-7 of this Exhibit A.
22	a) Required reporting elements are subject to change based on evolving federal,
23	state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6
24	"Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be
25	required to be reported at the start of the following month. When data elements are incomplete they are
26	considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the
27	number of occurrence per incident record. Data deficiencies include, but are not limited to:
28	(1) Non-chronological values (e.g. on scene time occurs prior to dispatch
29	notified time); (2) Plank values (a a missing incident address gity, zin ande eta);
30	(2) Blank values (e.g. missing incident address, city, zip code, etc.);(3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);
31	(4) Missing records (e.g. the record was not submitted to OCMEDS via CAD,
32 33	and was not submitted within the twenty (20) day record reconciliation period); and
34	(5) Other areas as observed and defined by OCEMS during the Agreement
35	term.
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i. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their Data. CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and OCEMS Policy 385.00.

E. PCRS and OC-MEDS COMPLIANCE

- 1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies (Ref. OCEMS Policies 300.20, 300.30 and 300.31).
 - a. PCRS Technical Requirements
- 1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS, which shall include a one-way data push from the CAD system to OC-MEDS with real time updates upon each status change. The CAD integration shall be established regardless of the PCRS used.
- 2) CONTRACTOR shall establish and maintain technical interoperability which allows for the transfer of patient care information in real time between EMS providers in the field. This function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer their PCR to the ambulance transport provider at the time of service in the field.
- 3) CONTRACTOR shall supply and maintain computer hardware required to support PCR documentation within the PCRS.
- 4) CONTRACTOR shall establish and maintain continuous mobile internet connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.
 - b. PCR Compliance and Training
- 1) CONTRACTOR shall accurately complete a PCR on every patient to include all information required pursuant to OCEMS Policy 300.10.
- 2) CONTRACTOR shall accurately complete a PCR for every dispatched unit regardless of call outcome. This includes:
 - a) Transports
 - b) Cancelled units
- (1) A cancelled unit is defined as any unit that is dispatched to an incident, and cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
 - c) Public assists
- 3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures. CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards pursuant to OCEMS Policy 300.31.
- 4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency receiving center for each patient.

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5) CONTRACTOR shall provide initial and continuing PCRS education and training for employees.

c. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in in Paragraph II.E. "PCR and OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
- a. The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. CONTRACTOR ERCS must be fully compatible with the 800 MHz C.C.C.S.

2. Compliance with Laws

- a. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b. CONTRACTOR'S ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications, compatibility, and requirements, as applicable.
 - 3. Communications Requirements
- CONTRACTOR shall comply with the following requirements concerning the installation, use, operation, and maintenance of their ERCS:
- a. Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.

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- b. Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
 - c. ERCS must be operated and maintained 24/7.
- d. Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- e. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

4. CAD Interface

- a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.
 - 5. System Upgrades
- a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.
 - 6. Vehicle Communications Motorola 800 MHz Mobile Radio
- a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:
- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier. Each ambulance must have an ambulance status tracking program that transmits a responding ambulances status (e.g., en route, on scene, and available status functions) through the Motorola 800 MHz radio or similar system.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.
 - 7. Mobile Data Computer System
- a. CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.
 - 1) UHF Med 9 Radio

- a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.
 - 8. Web Based Communications Application
- a. CONTRACTOR shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).
 - 9. CQI
- a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F. "Emergency Response Communications" of this Exhibit A and OCEMS Policy 385.00.
 - G. FACILITIES, SUPPLIES, AND EQUIPMENT
- 1. CONTRACTOR shall provide all facilities, equipment, material, and supplies, as well as any other resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and, use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.
 - a. Standard Inventory
- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.
 - b. Facilities
- 1) In an effort to promote a culture of cleanliness and infection control, CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional facilities.
 - 2) Region Headquarters
- a) CONTRACTOR shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- (1) Vehicle re-supply Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - (2) Personnel management
 - (3) Communications

- 3) At the start date of the awarded contract, CONTRACTOR deploying twenty four (24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:
 - a) One (1) bed per on-duty crew member;
 - b) Un-interrupted power supply;
 - c) Air-conditioning;
 - d) Heating;
 - e) One (1) refrigerator for employee food storage for the length of the shift;
 - f) One (1) appliance used to cook food;
 - g) Restroom facilities physically attached to crew quarters; and
 - h) Shower facilities physically attached to crew quarters.
- c. All identified facilities must show actual tentative agreements between landlord and CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must also demonstrate that the identified facilities are approved by the associated cities as a part of the proposal.
 - d. Personal Safety Equipment
- Provide personal safety equipment for all employees in accordance with applicable federal and state laws and standards. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.
- 2) Personal safety equipment shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated to 9-1-1 emergency transportation, including:
- a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
 - b) Hard hat, Work Helmet Blue
 - c) Leather gloves
 - 3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30
 - e. Fleet Requirements
- 1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles. CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and independently from CONTRACTOR's operations in other areas outside of the EOA.
 - 2) Emergency Ambulance Vehicles
- a) CONTRACTOR shall provide Modular (type III) dual rear wheeled ambulances for the provision of the required services. Each vehicle used shall have no more than one

 hundred thousand (100,000) miles on its odometer at the start of contract and shall be no older than ten (10) years to be in compliance with the standards set forth in OCEMS Policy 720.30.

b) CONTRACTOR shall develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

3) Quantity of Vehicles

- a) CONTRACTOR may be required by OCEMS to expand the total number of ambulances available for use within the EOA (s) and/or the total number of ambulances regionally available for use within the EOA (s), if response time requirements are not consistently being met or if the EOA (s) experience a significant call volume increase.
- b) CONTRACTOR shall, on an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least 130% of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven (7) ambulances (5 x 130% = 6.5 rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by one hundred thirty percent (130%), the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

4) Automatic Vehicle Locator

- a) CONTRACTOR shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. CONTRACTOR shall provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.
 - 5) Video Dashboard Camera Digital Recording
- a) CONTRACTOR shall provide, install, and maintain all ambulances with a Mobile Video Systems on-board digital event recorder that shall be mounted on the windshield behind the rear view mirror and on the rear of the ambulance. The system shall provide a digital recording of the front driver's view, ambulance cab interior and a view to the rear of the ambulance. Digital recordings shall be stored on a locked computer hard-drive in the ambulance cab. The video shall be available to CONTRACTOR and COUNTY to view after an ambulance incident for investigation and COI.

6) Enhanced Monitoring for Fatigue in Drivers

a) CONTRACTOR shall provide, install and maintain an electronic system for driver monitoring. The system shall have in-cab sensors and detection equipment that monitors eyelid closure, specific head movements and other indications of unsafe behavior, including seat belt safety and cellphone use. The system shall have the ability to identify safety issues, alert the driver, and simultaneously upload photos and/or video of the unsafe behaviors to the CONTRACTOR's fleet management system. Photos and videos shall be available to the COUNTY for review.

f. Maintenance

1) Daily Maintenance

- a) CONTRACTOR shall perform daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient compartments.
 - b) Ambulance Checkout (OCEMS Policy 720.30)
- (1) CONTRACTOR shall, at the beginning of each shift, ensure that all ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.
- (2) If CONTRACTOR must respond to a call prior to the completion of the ambulance checkout, CONTRACTOR shall complete their check out at the completion of the assigned call.
- (3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."

2) Ongoing Maintenance

- a) CONTRACTOR shall maintain all vehicles and equipment in excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed non-compliant and cause for immediate termination of Agreement.
- b) CONTRACTOR shall ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or materials and supplies distribution center is required.
- (1) CONTRACTOR shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (2) CONTRACTOR shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.
 - 3) Supervisor Vehicles

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a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds.

g. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G "Facilities, Supplies, and Equipment" of this Exhibit A and OCEMS Policy 385.00.

H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

- 1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters.
- a. OCEMS inspections may include, but are not limited to, the areas mentioned in Paragraph II.G. "Facilities, Supplies, and Equipment" of this Exhibit A.
 - b. Inspections are applicable to all ambulances found within a designated EOA area.
- c. Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- d. Refer to Paragraph IV.B. Table 7 "Additional Penalties" of this Exhibit A for penalties related to observed repeated inspection deficiencies.
- 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. CONTRACTOR shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for CONTRACTOR's equipment and facilities.
- a. CONTRACTOR shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

3. CQI

I. CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. "Inspections of Vehicles, Records, and Crew Quarters" of this Exhibit A and OCEMS Policy 385.00.

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians

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(EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance Driver Attendant License.

B. CLINICAL LEVELS & STAFFING REQUIREMENTS

- 1. CONTRACTOR shall provide personnel meeting the following requirements:
 - a. Management Team
- 1) Management team, at a minimum, shall include senior members having no less than five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA(s).
- 2) CONTRACTOR must provide the resumes of all administration and field supervisors.
- a) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within ten (10) calendar days of the effective date of the change. The written notice shall include the resume of any newly assigned staff members.

b. EMS Program Liaison

- 1) Designate an EMS Program Liaison, who may also be the operations manager, division manager or similar position. The EMS Program Liaison shall have an overall grasp of the entire operation, be responsible for overall day-to-day operations, perform information review and gathering, and report generation and analysis. Responsibilities shall include, but not be limited to:
- a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA.
- b) Participate in EMS System Stakeholder Committees and task force groups. At a minimum, provide representation at fifty percent (50%) of applicable base hospital meetings, quality assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory Committee, County Paramedic Agency Committee, and Transportation Advisory Committee).
- (1) CONTRACTOR shall maintain a record of the events attended and report the information in a format specified by OCEMS.
- (2) If the designated Liaison is unable to attend, CONTRACTOR shall provide an alternate representative to participate.
- (a) On duty supervisors assigned to an EOA may only attend events that occur within their EOA in accordance with Paragraph III. A. of this Exhibit A.
 - (b) Attendance may be publically reported by OCEMS.

c. Field Supervision

1) OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs. Personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are:

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- a) Assign one (1) on-duty supervisor, to provide twenty four (24) hours a day exclusive coverage to the designated EOA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.
- (1) In the event CONTRACTOR is awarded multiple EOAs, each EOA shall have their own assigned on-duty supervisor.
- (2) Each on-duty supervisor shall only assume responsibility for one (1) EOA at a time, unless the situation meets the Exceptions listed in Paragraph III of this Exhibit A.
- b) Strict adherence to the performance of all administrative and operational tasks only within the boundaries of the assigned EOA.
- (1) Non-compliance with requirement will fall under Paragraph IV.B. "Penalty Provisions", TABLE 4 of this Exhibit A.

(2) Exceptions

- (a) In the event of multi-casualty incidents, disaster response, hazardous materials incidents, unusual occurrences or County authorized mutual aid on adjacent EOA's the on-duty Field Supervisor may provide coverage to the adjacent areas of their designated EOA.
- c) Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.
 - d) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.
- e) Individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transport, and shall have successfully completed NIMS IS-100.b, IS-200.b, and IS-700.a.

d. Data Management Liaison

- 1) Designate a Data Management Liaison(s), who may also be the communications manager, division manager or similar position. The Data Management Liaison shall be responsible for the entire data and reporting process, perform data review and gathering, assume ownership of performing Data Amendment Requests and all subsequent communications, and report generation and analysis.
 - e. Internal Health and Safety Program
- 1) Implement multiple programs to enhance the safety and health of the work force, which shall include driver-training, safety, and risk management training.
- 2) Develop and maintain an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including pre-employment drug screening and random alcohol and drug testing. Any employee found working under the influence of alcohol or drugs must be immediately removed from performing services under this Agreement.

1	f. Evolving OSHA and Other Regulatory Requirements
2	1) It is anticipated, during the term of the Agreement that certain regulatory
3	requirements, for occupational safety and health, including but not limited to, infection control, blood-
4	borne pathogens and Tuberculosis (TB) may be increased. It is OCEMS' expectation that appropriate
5	procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
6	2) Make available at no cost to employees, all currently recommended immunizations
7	including Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin
8	test.
9	g. Staff Resources
10	1) Ensure that all personnel have access to support references and resources, which
11	may include, but are not limited to:
12	a) Employee Handbook that describes the organization's operational policies and
13	procedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.
14	b) Access to and adherence to OCEMS P&Ps herein and upon all revisions.
15	www.ochealthinfo.com/ems
16	c) Incident reporting P&Ps that include steps for reporting accidents and incidents
17	that occur in the performance of work duties. Incident reporting programs shall provide, at a minimum,
18	a mechanism for reporting patient care, customer service, and operational related incidents.
19	d) P&P related to field supervision, which shall address, at a minimum, training
20	and education and oversight plans and procedures for the designated EOA region(s).
21	e) P&P related to scene safety and personnel safety.
22	h. Minimum Clinical Levels and Staffing Requirements
23	1) Ambulance Staffing Requirements
24	a) Ambulance service providers rendering the subject services shall be staffed at a
25	minimum with two (2) California certified and Orange County Ambulance Driver/Attendant License
26	EMT's equipped to render 9-1-1 emergency ambulance level care and transport.
27	b) Ambulance personnel rendering the subject services shall throughout the term
28	of the contract, be licensed, accredited and credentialed as appropriate to practice in the County of
29	Orange, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS
30	certification/licensure requirements may be downloaded from the OCEMS website
31	http://www.healthdisasteroc.org/ems/emt.
32	2) Personnel Licensing
33	a) Ensure all licensed, certified, accredited and authorized staff is current and up-
34	to-date in the OC-MEDS licensure system.
35	3) Training Requirements
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- a) At a minimum, CONTRACTOR shall ensure ambulance service personnel receive the following training and/or certifications, which shall be in addition to training defined in State and OCEMS polices:
 - (1) Organization and EMS System Orientation and On-Going Preparedness
- (a) Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all field personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.
 - (2) Preparation for Multi-Casualty Incident
- (a) Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.
 - (3) Driver Training
- (a) Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.
 - (4) Employee Annual Training
- (a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Paragraph IV. B. "Penalty Provisions" TABLE 4 of this Exhibit A.
 - 4) Infection Control
- a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS

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IV. MANAGEMENT

A. ADMINISTRATION PROVISIONS

- 1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract Management.
- a. OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.
- b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

TABLE 2: Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

- c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1st) payment for this Agreement will be invoiced after the fourth (4th) quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR's contracts.
 - 2. Accounting Procedures
 - a. Invoicing and Payment for Services

OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within thirty (30) calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30th) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

- b. Audits and Inspections
- 1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial

records pertaining to the required services. All records shall be made available to OCEMS at CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

- 2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- 3) CONTRACTOR may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.
 - 3. County License

OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

- a. OCEMS policies and ambulance service applications can be found on the Orange County EMS website at www.ochealthinfo.com/ems.
 - 4. Annual Performance Evaluation

OCEMS shall evaluate the performance of CONTRACTOR on an annual basis, which may include, but not be limited to:

- a. Response Time performance standards assessed with reference to the minimum requirements in Agreement.
- b. Clinical performance standards assessed with reference to minimum Agreement requirements.
- c. Operational performance standards assessed with reference to minimum Agreement requirements.
- d. Financial performance standards assessed with reference to minimum Agreement requirements.
 - e. Initiation of innovative programs to improve system performance.
 - f. Compliance with information reporting requirements.
 - 5. Service Charges
- a. CONTRACTOR shall not charge patients for the provision of the required services more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:
- 1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.

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a) CONTRACTOR shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly paying the ALS Reimbursement Rate according to their agreement.

b. Zero-Pay Patients

1) ALS Service Provider shall not require CONTRACTOR to pay the established ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services Network). CONTRACTOR may seek relief from making the required reimbursement payments to ALS Service Provider by applying for a zero-pay patient Exemption as provided below.

c. Risk of Non-Payment

1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance of the services described in the AGREEMENT, including all BLS and ALS charges and the ALS Reimbursement Rate, as described above.

d. Medicare Patients

- 1) CONTRACTOR may not charge Medicare patients more than the maximum Medicare rate.
 - e. Billing, Audit, and Access to Records
- 1) CONTRACTOR shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing and in advance by OCEMS.
- 2) CONTRACTOR shall establish and demonstrate an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:
 - a) BLS
 - b) Patient Name
 - c) Chief compliant (billed)
 - d) EOA
 - e) Response location including zip code
 - f) BLS Transport
 - g) ALS Assessment/BLS Transport
 - h) ALS Escort

- i) 9-1-1 Responses without transport
- j) Day/Month/Year/Time
- k) Patient care record number
- 3) CONTRACTOR shall perform CQI on their billing process within the terms of Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.

f. Accounting

- 1) CONTRACTOR must maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and information upon seventy two (72) hours advanced written notice at all times during normal business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:
 - a) Patient invoices
 - b) All service charges
 - c) All reimbursements
 - d) All payments made to other providers
- e) Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS
 - g. Submission of Claims
- 1) CONTRACTOR must submit timely and accurate claims for services provided. A third party billing agent may be used for this purpose and must meet the requirements of this Agreement.
 - h. Zero-Pay Patient Exemption Requests
- 1) CONTRACTOR will not be required to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." CONTRACTOR may seek relief from making the required reimbursement payments to the ALS Services Provider by applying for a Zero Pay Patient Exemption.
 - 6. Agreement Breach Affecting Health and Safety
- a. In the event OCEMS determines that a breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur,

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and that public health and safety would be endangered by allowing operations to continue, and the County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder of the RFP process to take over the provision of the Services. Upon termination of Agreement with CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder without conducting another solicitation or otherwise proceed as deemed in the public interest.

- b. In the event of determination by OCEMS that CONTRACTOR is in breach of Agreement or applicable law, and that the nature of the breach is such that the public health and safety are endangered, the performance security bond shall be subject to immediate release of funds to the County.
 - 7. Alternate Emergency Ambulance Service Provider
- a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year of the start date of the term of this Agreement.
 - 8. Transition Planning -
- a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.
 - 9. General Provisions
 - a. Permits and Licenses
- 1) Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. CONTRACTOR shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.
 - b. Compliance with Laws and Regulations
- 1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and

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regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c. Observation and Inspections

- 1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on any vehicle at any time.
- 2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.
 - d. Notice of Litigation or Investigations
- 1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to CONTRACTOR's operations.

B. PENALTY PROVISIONS

- 1. Response Time Compliance Penalties
- 1) Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a CONTRACTOR's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:
 - a) Penalties for Failure to Comply with Response Time Requirements
- (1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR fails to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone within the EOA and within each code of response that exceeds the Response Time requirements. Penalties for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (TABLE 8 "Per Call Response Time Penalties").

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TABLE 3: Per Call Response Time Penalties

Late	Penalty
0.01 – 1 minute	\$5
1.01 - 2 min.	\$10
2.01 - 3 min.	\$20
3.01 - 4 min.	\$50
4.01 – 5 min.	\$70
5.01 – 6 min.	\$90
6.01 – 7 min.	\$110
7.01 – 8 min.	\$140
8.01 – 9 min.	\$160
9.01 – 10 min.	\$180
10.01 - 15 min.	\$200
15.01 – 20 min.	\$250
20.01 – 30 min.	\$300
30.01 – 60 min.	\$600
> 60 min.	\$10,000

2. EOA Non-Compliance Penalties

- 1). In addition to the per call response time penalties for individual late responses, penalties shall be assessed in a accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if.
- a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.
- c) A continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.
- d) All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

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TABLE 4: Penalties for EOA Non-Compliance

EOA Performance	Penalty
94% - 94.9%	\$2,000
93% - 93.9%	\$4,000
92% - 92.9%	\$6,000
91% - 91.9%	\$8,000
90.9% and less	\$10,000

3. Data Deficiencies Penalties

1). Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of twenty (20) business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

TABLE 5: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 6: Defining Data Deficiencies

ImageTrend Field
Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for
required EATS Contract data elements

4. Failure to Respond Penalties

- 1). Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.
- a) In the event CONTRACTOR does not respond with an ambulance to an emergency medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. Disruption

in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate termination of Agreement.

5. Use of Instant Aid/Mutual Aid Penalties

- 1). CONTRACTOR shall maintain all obligations as required by this Agreement when using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to persons in need of such services within those areas. CONTRACTOR must identify any areas located within the EOA that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.
- a) CONTRACTOR must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the agreement. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.
- (1) Pending OCEMS approval of CONTRACTOR identified area best served through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:
- (i) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.
- (ii) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".
- 2). In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure requirements, CONTRACTOR will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.
- 3). CONTRACTOR will be assessed penalties, as defined in TABLE 3 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 7 "Additional Penalties".
- 4). Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than two hundred percent (200%) of the Instant Aid/Mutual Aid support that it provides the

specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.

- 5). All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this Agreement.
 - 6. Additional Penalties
- 1). OCEMS may impose financial penalties for other performance deficiencies by CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 7 (Additional Penalties).

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date
Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery
Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	\$50 per instance when patient care records are not accurate and completed within established time
Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care

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Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. "Cleaning Standards For Ambulances and Ambulance Equipment"	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not meet OCEMS cleaning policy standards
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contractor should have reasonably self-identified through routine monitoring and CQI	\$500 per deficiency for failure to communicate clinical, operational or systematic errors
Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

7. Penalty Disputes

- 1). OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.
- 2). CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within 10 calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.
- 3). OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.
 - 4). OCEMS shall provide written notification of its decision to that effect, which

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notifications shall set forth in detail the reasons therefor.

- a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS's decision in writing to the OCEMS Medical Director within ten (10) calendar days of date of the OCEMS's written notification of decision.
- b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.
- c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.
- 8. TABLE 7 Penalty notification process This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.
- 1). CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with respect to any provisions of the contract, the penalties outlined in TABLE 7 "Additional Penalties" may be applied.
- 2. Each heading of Agreement clauses or provisions will be observed as a group (e.g. Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may receive a written notice from OCEMS following the process below:
 - a) First/initial discovery/observation of deficiency
- Within ten (10) calendar days of OCEMS' discovery of CONTRACTOR's deficiency(ies) OCEMS will notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required with a specified completion date.
 - b) Second notice of observation of same deficiency
- Within ten (10) calendar days of OCEMS' observation of CONTRACTOR deficiency(ies) OCEMS will notify CONTRACTOR, in writing that the observed deficiency has continued, and was not corrected with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is not corrected.
 - c) Third observation of same deficiency
- Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS will notify CONTRACTOR in writing, of the incurred penalty.
 - d) Subsequent Deficiencies
- Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS will notify CONTRACTOR in writing, of the incurred penalty.
 - 9. CQI
- 1). CONTRACTOR shall consistently perform CQI in all areas related to the penalties that they receive. CQI must meet the requirements set forth in Paragraph II. A. "Continuous Quality

Improvement" and OCEMS Policy 385.00.

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V. EMS SYSTEM AND COMMUNITY COMMITMENT

A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional disaster preparation and response, including disaster drills and exercises, mutual and automatic aid agreements, and training.

B. ACCREDITATION

1. CONTRACTOR must have current Commission on Accreditation of Ambulance Services (CAAS) Accreditation.

C. HANDLING SERVICE COMPLAINTS

1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt response and follow-up to such complaints. Such responses shall be subject to limitations imposed by patient confidentiality restrictions.

D. CLINICAL INQUIRIES AND RESOLUTIONS

1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, as applicable.

E. PATIENT SATISFACTION PROGRAM

- 1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and, for all subsequent modifications and updates. CONTRACTOR must submit to OCEMS, PSP data and findings quarterly, within ten (10) calendar days after the end of the quarter. All data will be reported on the OCEMS website at www.ochealthinfo.com/ems along with the midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS Service Provider(s), and shall include, but not be limited to:
- a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.
- b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

1. CONTRACTOR must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.

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	2.	At a minimum, CONTRACTOR will provide one (1) educational health based program per
month;	and	the program shall be a research-based educational event, held in every city within the EOA,

on a quarterly basis.

3. CONTRACTOR shall conduct senior welfare checks in areas with a high concentration of senior communities. Public health and education programs shall include, but are not limited to, blood pressure screenings and fall prevention.

4. CONTRACTOR shall provide public service announcement (PSA) ambulances focused on spreading awareness of important public health and safety concerns. CONTRACTOR shall have their PSA ambulances' messaging approved by the COUNTY.

VI. <u>FUNCTIONAL RESPONSIBILITY</u>

- A. CONTRACTOR shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, unless otherwise stated.
- B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, including the OCEMS Medical Director and/or any other OCEMS employee or designee.
- C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to:
 - 1. Basic Services
- a. Provide the subject services 24/7 and without interruption throughout the term of the contract.
- b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
 - 2. Service Description
- a. Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, 24/7.
- b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9-1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County.
 - 3. Service Operations
 - a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls

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originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the
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      nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of
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      obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-
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      1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid
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      Agreements with the ambulance service provider responding from the neighboring ambulance zone.
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EXHIBIT B

TO AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

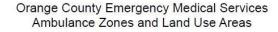
BETWEEN

COUNTY OF ORANGE

AND

CARE AMBULANCE SERVICE, INC EXCLUSIVE OPERATING AREA C JUNE 1, 2020 THROUGH MAY 31, 2025

I. ASSORTED COUNTY AND EOA MAPS







AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

AND CARE AMBULANCE SERVICE, INC.

EXCLUSIVE OPERATING AREA D

JUNE 1, 2020 THROUGH MAY 31, 2025

THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CARE AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." The Agreement shall be administered by the Orange County Health Care Agency (ADMINISTRATOR)

WITNESSETH:

WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) Emergency Ambulance Response, Transportation, and other related services for all Patients within Exclusive Operating Areas (EOAs); and

WHEREAS, Health and Safety Code §1797.224 authorizes the Local Emergency Medical Services Agency to develop an emergency medical services system and create EOAs provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan; and

WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an exclusive, performance-based contract to assure Ambulance Service providers with state sanctioned anti-trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance transportation services within EOAs; and

WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY for award of a contract for EOA Area D; and

WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance response, transportation and related services to COUNTY within EOA Area D, as identified in Exhibit A, upon the terms and conditions set forth in this Agreement; and

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

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

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1		REFERENCI	ED CONTRACT PROVISIONS			
2						
3	Term: June 1, 2020 through May 31, 2025					
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6	Basis For Reimbursement: Revenue Agreement					
7						
8						
9	Payment Method: One Time Payment and Quarterly Fees As Identified In Exhibit A					
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11						
12						
13	CONTRACTOR I	DUNS Number:	04-777-8493			
14						
15	CONTRACTOR	TAX ID Number:	33-0285453			
16						
17	NI 4° A. COLINI		n.			
18	Notices to COUN I	TY and CONTRACTO	K:			
19	COUNTY:	County of Orange				
20	COUNTT.	Health Care Agency				
21 22		Contract Services				
23		405 West 5th Street, S	uite 600			
24		Santa Ana, CA 92701				
25		Sunta 1 ma, C11 72701				
26	CONTRACTOR:	Care Ambulance Serv	ice. Inc.			
27		Troy Hagen				
28		1517 W. Braden Court	t .			
29		Orange, CA 92868				
30		(714) 980-3136				
31		troyh@careambulance	e.net			
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1			I. ACRONYMS		
2	The following standard definitions are for reference purposes only and may or may not apply in their				
3	entirety throughout this Agreement:				
4	A.	ARRA	American Recovery and Reinvestment Act		
5	В.	ASRS	Alcohol and Drug Programs Reporting System		
6	C.	CAP	Corrective Action Plan		
7	D.	CCC	California Civil Code		
8	E.	CCR	California Code of Regulations		
9	F.	CFR	Code of Federal Regulations		
10	G.	CHPP	COUNTY HIPAA Policies and Procedures		
11	H.	CHS	Correctional Health Services		
12	I.	D/MC	Drug/Medi-Cal		
13	J.	DHCS	Department of Health Care Services		
14	K.	DPFS	Drug Program Fiscal Systems		
15	L.	DRS	Designated Record Set		
16	M.	HCA	Health Care Agency		
17	N.	HHS	Health and Human Services		
18	О.	HIPAA	Health Insurance Portability and Accountability Act		
19	P.	HSC	California Health and Safety Code		
20	Q.	MHP	Mental Health Plan		
21	R.	OCJS	Orange County Jail System		
22	S.	OCPD	Orange County Probation Department		
23	T.	OCR	Office for Civil Rights		
24	U.	OCSD	Orange County Sheriff's Department		
25	V.	OIG	Office of Inspector General		
26		OMB	Office of Management and Budget		
27		OPM	Federal Office of Personnel Management		
28		PADSS	Payment Application Data Security Standard		
29		PC	State of California Penal Code		
30		PCI DSS	Payment Card Industry Data Security Standard		
31	1	PHI	Protected Health Information		
32	AC.		Personally Identifiable Information		
33		PRA	Public Record Act		
34		USC	United States Code		
35	AF.	WIC	State of California Welfare and Institutions Code		
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II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- 1. CONTRACTOR's proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

IV. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. CONFLICT OF INTEREST

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

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CARE AMBULANCE SERVICE, INC.

deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

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- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a

reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved by in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- 1. <u>Performance Bond</u> issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2. <u>Irrevocable Letter of Credit</u> issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

3. The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.

- 4. Failure of CONTRACTOR to meet these requirements after CONTRACTOR has been selected, and prior to the contract start date, shall result in forfeiture of CONTRACTOR's contract award.
- C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and the COUNTY was the insured.
- F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

19 **Minimum Limits** 20 Coverage 21 Commercial General \$5,000,000 combined single limit 22 Liability per occurrence 23 \$5,000,000 aggregate 24 25 Automobile Liability including coverage \$5,000,000 per occurrence 26 for owned, non-owned and hired vehicles 27 28 Workers' Compensation Statutory 29 30 Employers' Liability Insurance \$1,000,000 per occurrence 31 32 \$1,000,000 per claims made Network Security & Privacy Liability 33 Professional Liability Insurance \$5,000,000 per claims made 34 35 Sexual Misconduct Liability \$1,000,000 per occurrence 36 37

Performance Security Bond

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I. REQUIRED COVERAGE FORMS

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

J. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or selfinsurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

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- N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.
- R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - S. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XI. INSPECTIONS AND AUDITS

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patient records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any Person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

D. AUDIT RESPONSE

- 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate corrective action either immediately or within a reasonable time, depending on the nature of the audit findings. In the event of non–compliance by CONTRACTOR with the findings made and/or corrective actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as provided for in Subparagraph B of the Termination Paragraph.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIV. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all

may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and

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CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XVII. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;

authorized or required by this Agreement shall be effective:

- 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XVII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.
 - 2. WRITTEN NOTIFICATION
- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

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Care Ambulance Service, Inc.
MA-042-20010714

- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by \$70747 through and including \$70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with \$51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
 - E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years following discharge of the participant, client and/or patient.
 - F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
 - G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
 - H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
 - 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
 - J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XIX. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XX. SEVERABILITY

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

XXI. STATUS OF CONTRACTOR

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

CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be employment. entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

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XXII. TAX LIABILITY

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

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XXIII. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXIV. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

CARE AMBULANCE SERVICE, INC.

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

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

E. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its Sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

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- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any patients provided services hereunder.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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1	IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State		
2	of California.		
3	CARE AMBULANCE SERVICE, INC.		
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5	DocuSigned by:		11 /22 /2010
6	BY: troy flagen	DATED:	11/22/2019
7			
8	TITLE: CEO		
9			
10	DocuSigned by:		11 /22 /2010
11	BY: & R	DATED:	11/22/2019
12	9F2935D1EE80487		
13	TITLE: Secretary		
14			
15			
16			
17			
18	COUNTY OF ORANGE		
19			
20			
21	BY:	DATED:	
22	HEALTH CARE AGENCY		
23			
24			
25	APPROVED AS TO FORM		
26	OFFICE OF THE COUNTY COUNSEL		
27	ORANGE COUNTY, CALIFORNIA		
28			
29	DocuSigned by:		12 /2 /2010
30	BY: Massoud Shamel	DATED:	12/2/2019
31	79055CA571A94F8 DEPUT I		
32			
33	If the contracting party is a corporation, two (2) signatures are require	ed: one (1) sions	ature by the Chairman of the Roard, the
34	President or any Vice President; and one (1) signature by the Secretar	y, any Assistan	t Secretary, the Chief Financial Officer
35	or any Assistant Treasurer. If the contract is signed by one (1) authors or by-laws whereby the board of directors has empowered said aut		
36	signature alone is required by ADMINISTRATOR.		to det on his bendin by his of her
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CARE AMBULANCE SERVICE, INC. MA-042-20010714

1	EXHIBIT A
2	TO AGREEMENT FOR PROVISION OF
3	9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
4	TRANSPORTATION, AND RELATED SERVICES
5	COUNTY OF ORANGE
6	AND
7	CARE AMBULANCE SERVICE, INC
8	EXCLUSIVE OPERATING AREA D
9	JUNE 1, 2020 THROUGH MAY 31, 2025
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11	I. EXCLUSIVE OPERATING AREA DESIGNATION
12	A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,
13	Transportation, and Related Services shall be provided to all persons requiring emergency medical
14	treatment and ambulance transport within designated County Exclusive Operating Area(s).
15	B. Exclusive Operating Area D shall encompass Aliso Viejo, Dana Point, Laguna Hills, Laguna
16	Niguel, Laguna Woods and associated unincorporated areas of Aliso Woods, Aliso Canyon, Laguna
17	Wilderness and Emerald Bay.
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19	II. OPERATIONS
20	A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN
21	CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is
22	not limited to, the following:
23	1. Compliance with the terms of the Agreement, minimum performance standards, and
24	applicable rules and regulations.
25	2. Compliance with process measurements and process improvements that integrate with the
26	Orange County Emergency Medical Services (OCEMS) CQI Plan.
27	3. Compliance with effective administration and management of clinical performance (patient
28	care activities), response time performance, driver performance, dispatch performance, and for all other
29	BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural
30	activities of the system; accurate determination of training needs of individuals and the system as a
31	whole; and identification and reporting of significant patient care issues to the base hospital and/or the OCEMS Medical Director.
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33	4. Includes CQI indicators, which shall be measured by all system participants, and may be developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers, and
34 35	OCEMS.
36	5. Indicators that are based on current California EMSA Core Measures, EMS data analysis,
37	research, and call demand.
31	1 research, and can demand.

1	6.	Par	ticipates in and comply with the OCEMS CQI committees and audit processes.
2	7.	CO	NTRACTOR shall be informed of OCEMS' expectations of CQI specifically related to
3	the terms of	the	Agreement:
4		a.	Continually perform Quality Assurance and Quality Improvement, including but not
5	limited to:		
6			1) Organize CQI results and submit to OCEMS in the format specified in Paragraph
7	II. A. subpar	ragr	aph 8 (below) on a quarterly basis.
8			2) Demonstrate progressive quality improvement results evidenced by semi-annual
9	written upda	ates	to OCEMS on the effectiveness of the plan and summary of activities conducted under
10	the plan.		
11		b.	Accurate determination of training needs of:
12			1) Individual
13			a) Field level personnel
14			b) Dispatch personnel
15			c) Supervisor personnel
16			d) Administrative (including billing) personnel
17			2) System wide
18			a) Operational
19			b) Clinical
20			c) Administrative
21		c.	Include action planning to improve performance, based upon core indicators as
22	identified th	roug	gh CONTRACTOR's CQI process.
23		d.	Include action planning to improve performance, based upon core indicators as
24	established l	by C	OCEMS.
25	8.	CO	NTRACTOR shall submit all CQI reports in the following format:
26		a.	Cover page including:
27			1) CONTRACTOR Name
28			2) Region
29			3) Date of Submission
30			4) Person Completing Report
31			5) Title of Person Completing Report
32		b.	Summary of Findings
33		c.	Quality Indicator Sheet
34		d.	Detailed Results
35			1) Following principles of OCEMS Policy 385.00
36		e.	Application of findings
37			1) Following principles of OCEMS Policy 385.00

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B. RESPONSE TIME OPERATIONS

- 1. Response Time Performance Requirement
- a. Successful performance of the subject services shall in part be based on CONTRACTOR's compliance with the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of CONTRACTOR.
- b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards.
 - 1) Call Classifications
- a) Code 2 emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- b) Code 3 emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - 2) Geographical Zones within EOAs
- a) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- c) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

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TABLE 1: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 "Response Time Compliance Requirements", above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 "Response Time Compliance Requirements", above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) Call Receipt Time

a) "Response Time" begins at "Call Receipt", which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

2) At Scene Time

a) "At Scene" time means the moment the 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the

patient and notifies dispatch that it is fully stopped. Only the arrival of a capable transport emergency ambulance shall constitute "At Scene." This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3) Response Time

a) "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: (1) "At Scene" arrival time, or, (2) the call is cancelled by an OCEMS-recognized public safety agency.

4) Failure to Report "At Scene" Time

- a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.
 - 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response
- a) From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with standards and penalties for non-compliance shall be as follows:

b) Upgrades

- (1) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:
- (a) Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or

(b) The lower priority Response Time Standard

i. For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade, plus the Code 3 Response Time.

c) Downgrades

(1) If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and penalties shall be determined by:

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(a) If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

(b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

d) Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

e) Cancelled Calls

(1) If an assignment is cancelled prior to arrival on the scene, compliance and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.

f) Response Times Outside of the County of Orange

(1) CONTRACTOR shall not be held accountable for Response Time compliance for any assignment originating outside of the County. Responses to request for service outside the County limits shall not be counted in the total number of calls used to determine compliance.

g) Each Incident/Separate Response

(1) Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements".

h) Coverage and Dedicated Ambulances, Use of Stations/Posts.

(1) These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with this standard.

3. COI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Response Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time Operations" of this Exhibit A and OCEMS Policy 385.00.

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C. DISPATCH OPERATIONS

- 1. CONTRACTOR shall be required to meet the following operational expectations, core requirements, and activities:
 - a. Dispatch Operations
- 1) CONTRACTOR shall establish a dispatch system, which shall be approved by OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other circumstances that impair the operation of the primary 9-1-1 dispatch center.
- 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.
 - b. Dispatch Personnel
- 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that ensures effective dispatch operations with requirements for employee eligibility, education and training.
- 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data.
- a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are appropriately assigned and captured for oversight and monitoring.
- b) Assigned dispatchers shall be aware of the appropriate way to change the status units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to closure of the call).
- c) OCEMS will monitor Dispatch Operations through standards set in Paragraph II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan.
 - c. CQI
- 1) CONTRACTOR shall consistently perform CQI in all areas related to their Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch Operations" of this Exhibit A and OCEMS Policy 385.00.
 - D. DATA MANAGEMENT
 - 1. CONTRACTOR shall provide, maintain, and adhere to the following:
 - a. Data and Reporting Requirements
- b. The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, OCEMS shall require detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis (CQI). CONTRACTOR shall provide, maintain, and adhere to the following:
 - 1) Dispatch Computer

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1	a) The dispatch computer utilized shall include security features preventing		
2	unauthorized access or retrospective adjustments to data with full audit trail documentation. In		
3	conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not		
4	collected within CAD data.		
5	2) Records		
6	a) Complete, maintain, and provide to OCEMS, upon request, adequate records		
7	and documentation to demonstrate its compliance performance.		
8	3) Data Integrity		
9	a) CONTRACTOR will routinely perform CQI of required CAD data throughout		
10	the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS		
11	Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to		
12	change. Newly identified areas of focus shall be measured at the start of the following month. The CQl		
13	data shall include, but is not limited to:		
14	(1) CAD Data Completeness by element		
15	(2) CAD Data Accuracy by element		
16	(3) Time Measurement		
17	(a) Overall accuracy (chronological time elements);		
18	(b) Elapsed time between left scene to destination time (transport		
19	time);		
20	(c) Elapsed time between arrival at destination to back in service time		
21	(patient offload time);		
22	(d) Transfer of patient care to posting of PCR;		
23	(e) Elapsed time between destination time to back in service time;		
24	(f) Frequency of unauthorized data adjustments;		
25	(g) Any adjustment made to data fields after a unit is placed back in		
26	service; and		
27	(h) Any adjustments made by billing personnel must also be included.		
28	c. Data Reporting and Scheduled Reports		
29	1) Document and report to OCEMS, monthly, in writing, and on a form provided by		
30	OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calenda		
31	month, computer database data in an electronic format and reports pertaining to performance during the		
32	preceding month related to clinical, operational, and financial performance.		
33	a) Provide OCEMS with any changes in ownership, executive leadership.		
34	management, and EOA supervisors.		
35	b) A list of each call, sorted by Emergency Response EOA, where there was a		
36	failure to properly record all times necessary to determine the Response Time.		
37	c) A list of all mutual aid responses coming from outside of an EOA.		

accidents.

- d) Summary of interrupted calls due to vehicle/equipment failures.
- e) Summary of interrupted calls due to involvement in non-injury and injury
- f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

d. Response Time Statistical Data

- 1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.
 - a) Response Time Compliance Reports (Monthly):
 - (1) Total Transports for the previous month, based on CAD data
 - (2) Cancelled calls prior to arrival on scene
 - (3) Data reconciliation request reports and resolution
 - e. Ambulance Zone Equity of Response Time
- 1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.
- a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.

f. Data Amendment Request

1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance,

or other causes deemed to be within CONTRACTOR's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

2) In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within Orange County shall be included, except as follows:

a) Declared Disasters

(1) Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

(1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at its sole discretion. At a minimum, the asserted justification for amendment must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an amendment may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness EOA) or off-road locations.

(2) Unusual system overload is defined as two hundred percent (200%) of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

3) Data Amendment Request Procedure

a) It is CONTRACTOR's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond CONTRACTOR's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.

(1) All requests shall be submitted in a format provided to CONTRACTOR by OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.

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1	(2) A request for an amendment received after twenty (20) business days of the
2	close of the month of occurrence will not be considered. OCEMS Contract Administrator will review
3	each amendment request and make a decision for approval or denial. Any appeal of the decision must be
4	submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the
5	committee's decision. CONTRACTOR's appeal to the OCEMS Medical Director shall constitute
6	CONTRACTOR's exclusive remedy to challenge the denial of a request for an amendment. All
7	decisions by the OCEMS Medical Director shall be considered final.
8	4) Approved Data Amendments
9	a) CONTRACTOR will receive notification of approvals at the completion of the
10	data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to
11	reflect the approved data amendments within ten (10) calendar days of notification.
12	b) At the end of the ten (10) calendar days, OCEMS will download the amended
13	data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.
14	g. Other Required Reports
15	1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or
16	concern which may require additional reports. CONTRACTOR must provide these additional reports,
17	and any other requested records, on the first calendar day of the following month.
18	h. Defining Data Deficiencies
19	1) Data collected by the provider, and submitted through OC-MEDS, are utilized to
20	perform a significant portion of contract oversight and monitoring. These elements are found in
21	Paragraph IV.A. "Penalty Provisions" TABLES 3-7 of this Exhibit A.
22	a) Required reporting elements are subject to change based on evolving federal,
23	state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6
24	"Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be
25	required to be reported at the start of the following month. When data elements are incomplete they are
26	considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the
27	number of occurrence per incident record. Data deficiencies include, but are not limited to:
28	(1) Non-chronological values (e.g. on scene time occurs prior to dispatch
29	notified time); (2) Plank values (a.g. missing incident address, city, zin and a etc.).
30	(2) Blank values (e.g. missing incident address, city, zip code, etc.);
31	(3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);(4) Missing records (e.g. the record was not submitted to OCMEDS via CAD,
32	and was not submitted within the 20 day record reconciliation period); and
33	(5) Other areas as observed and defined by OCEMS during the Agreement
34	term.
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1) CONTRACTOR shall consistently perform CQI in all areas related to their Data. CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and OCEMS Policy 385.00.

E. PCRS and OC-MEDS COMPLIANCE

- 1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies (Ref. OCEMS Policies 300.20, 300.30 and 300.31).
 - a. PCRS Technical Requirements
- 1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS, which shall include a one-way data push from the CAD system to OC-MEDS with real time updates upon each status change. The CAD integration shall be established regardless of the PCRS used.
- 2) CONTRACTOR shall establish and maintain technical interoperability which allows for the transfer of patient care information in real time between EMS providers in the field. This function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer their PCR to the ambulance transport provider at the time of service in the field.
- 3) CONTRACTOR shall supply and maintain computer hardware required to support PCR documentation within the PCRS.
- 4) CONTRACTOR shall establish and maintain continuous mobile internet connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.
 - b. PCR Compliance and Training
- 1) CONTRACTOR shall accurately complete a PCR on every patient to include all information required pursuant to OCEMS Policy 300.10.
- 2) CONTRACTOR shall accurately complete a PCR for every dispatched unit regardless of call outcome. This includes:
 - a) Transports
 - b) Cancelled units
- (1) A cancelled unit is defined as any unit that is dispatched to an incident, and cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
 - c) Public assists
- 3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures. CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards pursuant to OCEMS Policy 300.31.
- 4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency receiving center for each patient.

5) CONTRACTOR shall provide initial and continuing PCRS education and training for employees.

c. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in Paragraph II.E. "PCR and OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
- a. The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. CONTRACTOR ERCS must be fully compatible with the 800 MHz C.C.C.S.

2. Compliance with Laws

- a. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b. CONTRACTOR'S ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications, compatibility, and requirements, as applicable.
 - 3. Communications Requirements
- CONTRACTOR shall comply with the following requirements concerning the installation, use, operation, and maintenance of their ERCS:
- a. Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.

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- b. Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
 - c. ERCS must be operated and maintained 24/7.
- d. Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- e. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

4. CAD Interface

- a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.
 - 5. System Upgrades
- a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.
 - 6. Vehicle Communications Motorola 800 MHz Mobile Radio
- a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:
- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier. Each ambulance must have an ambulance status tracking program that transmits a responding ambulances status (e.g., en route, on scene, and available status functions) through the Motorola 800 MHz radio or similar system.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.
 - 7. Mobile Data Computer System
- a. CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.
 - 1) UHF Med 9 Radio

- a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.
 - 8. Web Based Communications Application
- a. CONTRACTOR shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).
 - 9. CQI
- a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F. "Emergency Response Communications" of this Exhibit A and OCEMS Policy 385.00.
 - G. FACILITIES, SUPPLIES, AND EQUIPMENT
- 1. CONTRACTOR shall provide all facilities, equipment, material, and supplies, as well as any other resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and, use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.
 - a. Standard Inventory
- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.
 - b. Facilities
- 1) In an effort to promote a culture of cleanliness and infection control, CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional facilities.
 - 2) Region Headquarters
- a) CONTRACTOR shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- (1) Vehicle re-supply Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - (2) Personnel management
 - (3) Communications

1	3) At the start date of the awarded contract, CONTRACTOR deploying twenty four
2	(24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:
3	a) One (1) bed per on-duty crew member;
4	b) Un-interrupted power supply;
5	c) Air-conditioning;
6	d) Heating;
7	e) One (1) refrigerator for employee food storage for the length of the shift;
8	f) One (1) appliance used to cook food;
9	g) Restroom facilities physically attached to crew quarters; and
10	h) Shower facilities physically attached to crew quarters.
11	c. All identified facilities must show actual tentative agreements between landlord and
12	CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must
13	also demonstrate that the identified facilities are approved by the associated cities as a part of the
14	proposal.
15	d. Personal Safety Equipment
16	1) Provide personal safety equipment for all employees in accordance with applicable
17	federal and state laws and standards. Policies and procedures should clearly describe the routine use of
18	PPE on all patient encounters.
19	2) Personal safety equipment shall comply with State EMSA Guideline 216 regarding
20	recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels
21	of Personal Protective Gear, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated
22	to 9-1-1 emergency transportation, including:
23	a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS
24	Standards)
25	b) Hard hat, Work Helmet Blue
26	c) Leather gloves
27	3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30
28	e. Fleet Requirements
29	1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and
30	any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California
31	ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles.
32	CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that
33	CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and
34	independently from CONTRACTOR's operations in other areas outside of the EOA.
35	2) Emergency Ambulance Vehicles
36	a) CONTRACTOR shall provide Modular (type III) dual rear wheeled
37	ambulances for the provision of the required services. Each vehicle used shall have no more than one
	16 of 38 EXHIBIT A

hundred thousand (100,000) miles on its odometer at the start of contract and shall be no older than ten (10) years to be in compliance with the standards set forth in OCEMS Policy 720.30.

b) CONTRACTOR shall develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

3) Quantity of Vehicles

- a) CONTRACTOR may be required by OCEMS to expand the total number of ambulances available for use within the EOA (s) and/or the total number of ambulances regionally available for use within the EOA (s), if response time requirements are not consistently being met or if the EOA (s) experience a significant call volume increase.
- b) CONTRACTOR shall, on an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least one hundred thirty percent (130%) of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven (7) ambulances (5 x 130% = 6.5 rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by one hundred thirty percent (130%), the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

4) Automatic Vehicle Locator

- a) CONTRACTOR shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. CONTRACTOR shall provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.
 - 5) Video Dashboard Camera Digital Recording
- a) CONTRACTOR shall provide, install, and maintain all ambulances with a Mobile Video Systems on-board digital event recorder that shall be mounted on the windshield behind the rear view mirror and on the rear of the ambulance. The system shall provide a digital recording of the front driver's view, ambulance cab interior and a view to the rear of the ambulance. Digital recordings shall be stored on a locked computer hard-drive in the ambulance cab. The video shall be available to CONTRACTOR and COUNTY to view after an ambulance incident for investigation and COI.

6) Enhanced Monitoring for Fatigue in Drivers

a) CONTRACTOR shall provide, install and maintain an electronic system for driver monitoring. The system shall have in-cab sensors and detection equipment that monitors eyelid closure, specific head movements and other indications of unsafe behavior, including seat belt safety and cellphone use. The system shall have the ability to identify safety issues, alert the driver, and simultaneously upload photos and/or video of the unsafe behaviors to the CONTRACTOR's fleet management system. Photos and videos shall be available to the COUNTY for review.

f. Maintenance

1) Daily Maintenance

- a) CONTRACTOR shall perform daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient compartments.
 - b) Ambulance Checkout (OCEMS Policy 720.30)
- (1) CONTRACTOR shall, at the beginning of each shift, ensure that all ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.
- (2) If CONTRACTOR must respond to a call prior to the completion of the ambulance checkout, CONTRACTOR shall complete their check out at the completion of the assigned call.
- (3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."

2) Ongoing Maintenance

- a) CONTRACTOR shall maintain all vehicles and equipment in excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed non-compliant and cause for immediate termination of Agreement.
- b) CONTRACTOR shall ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or materials and supplies distribution center is required.
- (1) CONTRACTOR shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (2) CONTRACTOR shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.
 - 3) Supervisor Vehicles

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a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds.

g. CQI

- 1) CONTRACTOR shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G "Facilities, Supplies, and Equipment" of this Exhibit A and OCEMS Policy 385.00.
 - H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS
- 1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters.
- a. OCEMS inspections may include, but are not limited to, the areas mentioned in Paragraph II.G. "Facilities, Supplies, and Equipment" of this Exhibit A.
 - b. Inspections are applicable to all ambulances found within a designated EOA area.
- c. Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- d. Refer to Paragraph IV.B. Table 7 "Additional Penalties" of this Exhibit A for penalties related to observed repeated inspection deficiencies.
- 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. CONTRACTOR shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for CONTRACTOR's equipment and facilities.
- a. CONTRACTOR shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.
 - 3. CQI
- I. CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. "Inspections of Vehicles, Records, and Crew Quarters" of this Exhibit A and OCEMS Policy 385.00.

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians

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Driver Attendant License.

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B. CLINICAL LEVELS & STAFFING REQUIREMENTS 3 1. CONTRACTOR shall provide personnel meeting the following requirements: 4 a. Management Team 5 1) Management team, at a minimum, shall include senior members having no less than 6 five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a 7 primary or back-up capacity, of similar size and population to the EOA(s). 8 2) CONTRACTOR must provide the resumes of all administration and field 9 10 supervisors. a) Changes in executive, operations, and clinical management/leadership staff 11 shall be communicated to OCEMS, in writing, within ten (10) calendar days of the effective date of the 12 change. The written notice shall include the resume of any newly assigned staff members. 13 b. EMS Program Liaison 14 1) Designate an EMS Program Liaison, who may also be the operations manager, 15 division manager or similar position. The EMS Program Liaison shall have an overall grasp of the 16 entire operation, be responsible for overall day-to-day operations, perform information review and 17 gathering, and report generation and analysis. Responsibilities shall include, but not be limited to: 18 19 a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA. 20 b) Participate in EMS System Stakeholder Committees and task force groups. At a 21 minimum, provide representation at fifty percent (50%) of applicable base hospital meetings, quality 22 23 assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory Committee, County Paramedic Agency Committee, and Transportation Advisory Committee). 24 (1) CONTRACTOR shall maintain a record of the events attended and report 25 the information in a format specified by OCEMS. 26 27 (2) If the designated Liaison is unable to attend, CONTRACTOR shall provide an alternate representative to participate. 28 (a) On duty supervisors assigned to an EOA may only attend events 29 that occur within their EOA in accordance with Paragraph III. A. of this Exhibit A. 30 (b) Attendance may be publically reported by OCEMS. 31 c. Field Supervision 32 1) OCEMS recognizes the need to ensure adequate supervision of personnel and 33 delegation of authority to address day-to-day operational needs. Personnel and operational supervisory 34 35 responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are: 36 37

(EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance

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1) It is anticipated, during the term of the Agreement that certain regulatory equirements, for occupational safety and health, including but not limited to, infection control, blood-orne pathogens and Tuberculosis (TB) may be increased. It is OCEMS' expectation that appropriate rocedures shall be adopted that meets or exceeds the requirements for dealing with these matters. 2) Make available at no cost to employees, all currently recommended immunizations.		
orne pathogens and Tuberculosis (TB) may be increased. It is OCEMS' expectation that appropriate rocedures shall be adopted that meets or exceeds the requirements for dealing with these matters. 2) Make available at no cost to employees, all currently recommended immunizations		
rocedures shall be adopted that meets or exceeds the requirements for dealing with these matters. 2) Make available at no cost to employees, all currently recommended immunizations		
2) Make available at no cost to employees, all currently recommended immunizations		
ncluding Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin		
est.		
g. Staff Resources		
1) Ensure that all personnel have access to support references and resources, which		
nay include, but are not limited to:		
a) Employee Handbook that describes the organization's operational policies and		
rocedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.		
b) Access to and adherence to OCEMS P&Ps herein and upon all revisions.		
www.ochealthinfo.com/ems		
c) Incident reporting P&Ps that include steps for reporting accidents and incidents		
that occur in the performance of work duties. Incident reporting programs shall provide, at a minimum		
mechanism for reporting patient care, customer service, and operational related incidents.		
d) P&P related to field supervision, which shall address, at a minimum, training		
and education and oversight plans and procedures for the designated EOA region(s).		
e) P&P related to scene safety and personnel safety.		
h. Minimum Clinical Levels and Staffing Requirements		
1) Ambulance Staffing Requirements		
a) Ambulance service providers rendering the subject services shall be staffed at a		
ninimum with two (2) California certified and Orange County Ambulance Driver/Attendant License		
MT's equipped to render 9-1-1 emergency ambulance level care and transport.		
b) Ambulance personnel rendering the subject services shall throughout the term		
f the contract, be licensed, accredited and credentialed as appropriate to practice in the County of		
Orange, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS		
ertification/licensure requirements may be downloaded from the OCEMS website		
ttp://www.healthdisasteroc.org/ems/emt		
2) Personnel Licensing		
a) Ensure all licensed, certified, accredited and authorized staff is current and up-		
o-date in the OC-MEDS licensure system.		
3) Training Requirements		

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- a) At a minimum, CONTRACTOR shall ensure ambulance service personnel receive the following training and/or certifications, which shall be in addition to training defined in State and OCEMS polices:
 - (1) Organization and EMS System Orientation and On-Going Preparedness
- (a) Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all field personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

(2) Preparation for Multi-Casualty Incident

(a) Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

(a) Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Employee Annual Training

(a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Paragraph IV. B. "Penalty Provisions" TABLE 4 of this Exhibit A.

4) Infection Control

a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS

1	Policy 720.50 - Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for			
2	Ambulances and Ambulance Equipment.			
3	(1) CONTRACTOR shall maintain records and provide vaccinations			
4	screenings, or records of declination for the following:			
5	(a) Tuberculosis (QuantiFeron Serum Testing) annually.			
6	(b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dos			
7	#2 in one (1) month, and dose #3 approximately five (5) months after dose #2).			
8	(c) Influenza - give one (1) dose of trivalent inactivated influenz			
9	vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.			
10	(d) MMR for healthcare personnel (HCP) born in 1957 or later without			
11	serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.			
12	(e) Varicella (chickenpox) for HCP who have no serologic proof of			
13	immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, four			
14	(4) weeks apart.			
15	(f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dos			
16	every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1			
17	time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.			
18	i. CQI			
19	1) CONTRACTOR shall consistently perform CQI in all areas related to their			
20	Personnel. CQI must meet the requirements set forth in Paragraph III. "Clinical and Personnel" of thi			
21	Exhibit A and OCEMS Policy 385.00.			
22	C. MEDICAL ADMINISTRATION			
23	1. Medical Oversight			
24	a. The OCEMS Medical Director provides medical control and management of the			
25	Emergency Medical Services system through ongoing planning, design, development, evaluation an			
26	direction of system-wide Emergency Medical Services. The OCEMS Medical Director intends that the			
27	9-1-1 emergency ambulance deployment for the EOA for which this Agreement is issued be designed			
28	using a fluid model of organization that will provide high-level performance and optimize health and			
29	safety of the community.			
30	b. CONTRACTOR may be required to participate in pilot studies that OCEMS may			
31	authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived i			
32	the event conflicting standards are established for the pilot program. Any such pilot program must be			
33	approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to			
34	the provision of the subject services described in this Agreement.			
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IV. MANAGEMENT

A. ADMINISTRATION PROVISIONS

- 1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract Management.
- OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.
- b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

TABLE 2: Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1st) payment for this Agreement will be invoiced after the fourth (4th) quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR's contracts.

2. Accounting Procedures

a. Invoicing and Payment for Services

OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within thirty (30) calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30th) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

b. Audits and Inspections

1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal

CARE AMBULANCE SERVICE, INC. HCA ASR 19-001279

DocuSign Envelope ID: 749AFCDA-8017-4D91-B85F-512A22D793D6 Attachment D business hours, OCEMS shall have the right to review any and all business records including financial 1 records pertaining to the required services. All records shall be made available to OCEMS at 2 CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, 3 copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, 4 payroll, inventory, personnel and other records, daily logs and employment contracts. 5 2) On an annual basis, provide OCEMS with audited financial statements by certified 6 public accountants for ambulance operations in Orange County and/or separate business records of 7 financial accounting of any other businesses that share overhead with the ambulance service operation. 8 3) CONTRACTOR may be required by OCEMS to provide periodic reports in a 9 format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and 10 adherence with approved and specified rates. 11 3. County License 12 OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an 13 ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses. 14 15 a. OCEMS policies and ambulance service applications can be found on the Orange County EMS website at www.ochealthinfo.com/ems. 16 4. Annual Performance Evaluation 17 18 19 not be limited to: 20

- OCEMS shall evaluate the performance of CONTRACTOR on an annual basis, which may include, but
- a. Response Time performance standards assessed with reference to the minimum requirements in Agreement.
- b. Clinical performance standards assessed with reference to minimum Agreement requirements.
- c. Operational performance standards assessed with reference to minimum Agreement requirements.
- d. Financial performance standards assessed with reference to minimum Agreement requirements.
 - e. Initiation of innovative programs to improve system performance.
 - f. Compliance with information reporting requirements.
 - 5. Service Charges
- a. CONTRACTOR shall not charge patients for the provision of the required services more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:

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- 1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.
- a) CONTRACTOR shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly paying the ALS Reimbursement Rate according to their agreement.

b. Zero-Pay Patients

1) ALS Service Provider shall not require CONTRACTOR to pay the established ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services Network). CONTRACTOR may seek relief from making the required reimbursement payments to ALS Service Provider by applying for a zero-pay patient Exemption as provided below.

c. Risk of Non-Payment

1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance of the services described in the AGREEMENT, including all BLS and ALS charges and the ALS Reimbursement Rate, as described above.

d. Medicare Patients

- 1) CONTRACTOR may not charge Medicare patients more than the maximum Medicare rate.
 - e. Billing, Audit, and Access to Records
- 1) CONTRACTOR shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing and in advance by OCEMS.
- 2) CONTRACTOR shall establish and demonstrate an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:
 - a) BLS
 - b) Patient Name
 - c) Chief compliant (billed)
 - d) EOA
 - e) Response location including zip code
 - f) BLS Transport

g) ALS Assessment/BLS Transport

2	h) ALS Escort
3	i) 9-1-1 Responses without transport
4	j) Day/Month/Year/Time
5	k) Patient care record number
6	3) CONTRACTOR shall perform CQI on their billing process within the terms of
7	Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.
8	f. Accounting
9	1) CONTRACTOR must maintain accurate and complete records of all patient
10	accounting in accordance with generally accepted accounting principles and practices consistently
11	applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and
12	information upon seventy two (72) hours advanced written notice at all times during normal business
13	hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such
14	information. Records shall include but not limited to:
15	a) Patient invoices
16	b) All service charges
17	c) All reimbursements
18	d) All payments made to other providers
19	e) Invoices, payments, and correspondence to and from private insurers, federal or
20	state health care programs, responsible third parties, and OCEMS
21	g. Submission of Claims
22	1) CONTRACTOR must submit timely and accurate claims for services provided. A
23	third party billing agent may be used for this purpose and must meet the requirements of this Agreement.
24	h. Zero-Pay Patient Exemption Requests
25	1) CONTRACTOR will not be required to pay the established ALS Reimbursement
26	Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero
27	pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance.
28	and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local
29	subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the
30	following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California
31	Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by
32	additional or supplemental insurers, other than subsidized health care programs, are not "zero pay
33	patients." CONTRACTOR may seek relief from making the required reimbursement payments to the
34	ALS Services Provider by applying for a Zero Pay Patient Exemption.
35	6. Agreement Breach Affecting Health and Safety
36	a. In the event OCEMS determines that a breach, actual or threatened, has or will occur
37	or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is
	20 of 20
	28 of 38 EXHIBIT A

- of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, and the County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder of the RFP process to take over the provision of the Services. Upon termination of Agreement with CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder without conducting another solicitation or otherwise proceed as deemed in the public interest.
- b. In the event of determination by OCEMS that CONTRACTOR is in breach of Agreement or applicable law, and that the nature of the breach is such that the public health and safety are endangered, the performance security bond shall be subject to immediate release of funds to the County.
 - 7. Alternate Emergency Ambulance Service Provider
- a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year of the start date of the term of this Agreement.
 - 8. Transition Planning -
- a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.
 - 9. General Provisions
 - a. Permits and Licenses
- 1) Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. CONTRACTOR shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.
 - b. Compliance with Laws and Regulations
- 1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be

CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c. Observation and Inspections

- 1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on any vehicle at any time.
- 2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.

d. Notice of Litigation or Investigations

1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to CONTRACTOR's operations.

B. PENALTY PROVISIONS

1. Response Time Compliance Penalties

- 1) Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a CONTRACTOR's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:
 - a) Penalties for Failure to Comply with Response Time Requirements

(1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR fails to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone within the EOA and within each code of response that exceeds the Response Time requirements. Penalties for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (TABLE 8 "Per Call Response Time Penalties").

TABLE 3: Per Call Response Time Penalties

Late	Penalty	
0.01-1 minute	\$5	
1.01 - 2 min.	\$10	
2.01 – 3 min.	\$20	
3.01 – 4 min.	\$50	
4.01 – 5 min.	\$70	
5.01 – 6 min.	\$90	

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6.01 – 7 min.	\$110	
7.01 – 8 min.	\$140	
8.01 – 9 min.	\$160	
9.01 – 10 min.	\$180	
10.01 – 15 min.	\$200	
15.01 – 20 min.	\$250	
20.01 – 30 min.	\$300	
30.01 – 60 min.	\$600	
> 60 min.	\$10,000	

2. EOA Non-Compliance Penalties

- 1). In addition to the per call response time penalties for individual late responses, penalties shall be assessed in a accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if.
- a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.
- c) A continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.
- d) All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 4: Penalties for EOA Non-Compliance

EOA Performance	Penalty	
94% - 94.9%	\$2,000	
93% - 93.9%	\$4,000	
92% - 92.9%	\$6,000	
91% - 91.9% \$8,000		
90.9% and less	\$10,000	

3. Data Deficiencies Penalties

1). Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of twenty (20) business days to submit any outstanding records and make requests for amendments to

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data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

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TABLE 5: Penalties for Data Non-Compliance

Data Deficiency	Penalty	
Per incident number	\$5	

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36 37 **TABLE 6: Defining Data Deficiencies**

ImageTrend Field		
Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for		
required EATS Contract data elements		

4. Failure to Respond Penalties

- 1). Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.
- a) In the event CONTRACTOR does not respond with an ambulance to an emergency medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate termination of Agreement.
 - 5. Use of Instant Aid/Mutual Aid Penalties
- 1). CONTRACTOR shall maintain all obligations as required by this Agreement when using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to persons in need of such services within those areas. CONTRACTOR must identify any areas located within the EOA that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.
- a) CONTRACTOR must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the agreement. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.

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- (1) Pending OCEMS approval of CONTRACTOR identified area best served through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:
- (i) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.
- (ii) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".
- 2). In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure requirements, CONTRACTOR will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.
- 3). CONTRACTOR will be assessed penalties, as defined in TABLE 3 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 7 "Additional Penalties".
- 4). Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than two hundred percent (200%) of the Instant Aid/Mutual Aid support that it provides the specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.
- 5). All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this Agreement.
 - 6. Additional Penalties
- 1). OCEMS may impose financial penalties for other performance deficiencies by CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 7 (Additional Penalties).

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date

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Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery
Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	\$50 per instance when patient care records are not accurate and completed within established time
Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care
Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. "Cleaning Standards For Ambulances and Ambulance Equipment"	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not meet OCEMS cleaning policy standards
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call

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public safety agency		
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contractor should have reasonably self-identified through routine monitoring and CQI	\$500 per deficiency for failure to communicate clinical, operational or systematic errors
Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

7. Penalty Disputes

- 1). OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.
- 2). CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within ten (10) calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.
- 3). OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.
- 4). OCEMS shall provide written notification of its decision to that effect, which notifications shall set forth in detail the reasons therefor.
- a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS's decision in writing to the OCEMS Medical Director within 10 calendar days of date of the OCEMS's written notification of decision.
- b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.
- c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.
- 8. TABLE 7 Penalty notification process This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.
- 1). CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with

1	respect to any provisions of the contract, the penalties outlined in TABLE 7 "Additional Penalties" may		
2	be applied.		
3	2. Each heading of Agreement clauses or provisions will be observed as a group (e.g.		
4	Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may		
5	receive a written notice from OCEMS following the process below:		
6	a) First/initial discovery/observation of deficiency		
7	Within ten (10) calendar days of OCEMS' discovery of CONTRACTOR's deficiency(ies) OCEMS will		
8	notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required		
9	with a specified completion date.		
10	b) Second notice of observation of same deficiency		
11	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR deficiency (ies) OCEMS will		
12	notify CONTRACTOR, in writing that the observed deficiency has continued, and was not corrected		
13	with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is		
14	not corrected.		
15	c) Third observation of same deficiency		
16	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS		
17	will notify CONTRACTOR in writing, of the incurred penalty.		
18	d) Subsequent Deficiencies		
19	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS		
20	will notify CONTRACTOR in writing, of the incurred penalty.		
21	9. CQI		
22	1). CONTRACTOR shall consistently perform CQI in all areas related to the penalties that		
23	they receive. CQI must meet the requirements set forth in Paragraph II. A. "Continuous Quality		
24	Improvement" and OCEMS Policy 385.00.		
25			
26	V. EMS SYSTEM AND COMMUNITY COMMITMENT		
27	A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT		
28	OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and		
29	mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional		
30	disaster preparation and response, including disaster drills and exercises, mutual and automatic aid		
31	agreements, and training.		
32	B. ACCREDITATION		
33	CONTRACTOR must have current Commission on Accreditation of Ambulance Services		
34	(CAAS) Accreditation.		
35	C. HANDLING SERVICE COMPLAINTS		
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1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt response and follow-up to such complaints. Such responses shall be subject to limitations imposed by patient confidentiality restrictions.

D. CLINICAL INQUIRIES AND RESOLUTIONS

1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, as applicable.

E. PATIENT SATISFACTION PROGRAM

- 1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and, for all subsequent modifications and updates. CONTRACTOR must submit to OCEMS, PSP data and findings quarterly, within ten (10) calendar days after the end of the quarter. All data will be reported on the OCEMS website at www.ochealthinfo.com/ems along with the midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS Service Provider(s), and shall include, but not be limited to:
- a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.
- b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

- 1. CONTRACTOR must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.
- 2. At a minimum, CONTRACTOR will provide one (1) educational health based program per month; and the program shall be a research-based educational event, held in every city within the EOA, on a quarterly basis.
- 3. CONTRACTOR shall conduct senior welfare checks in areas with a high concentration of senior communities, such as but not limited to the City of Laguna Woods. Public health and education programs shall include, but are not limited to, blood pressure screenings and fall prevention.
- 4. CONTRACTOR shall provide public service announcement (PSA) ambulances focused on spreading awareness of important public health and safety concerns. CONTRACTOR shall have their PSA ambulances' messaging approved by the COUNTY.

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VI. <u>FUNCTIONAL RESPONSIBILITY</u> 1 A. CONTRACTOR shall provide the subject services, in accordance with California Health and 2 Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange 3 County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated 4 with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, 5 unless otherwise stated. 6 B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, 7 including the OCEMS Medical Director and/or any other OCEMS employee or designee. 8 C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance 9 10 Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to: 11 1. Basic Services 12 a. Provide the subject services 24/7 and without interruption throughout the term of the 13 contract. 14 15 b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, 16 sexual orientation, age, sex, or ability to pay. 17 2. Service Description 18 19 a. Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 20 9-1-1 BLS level, 24/7. 21 b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9-22 23 1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County. 24 3. Service Operations 25 a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls 26 27 originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of 28 obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-29 1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid 30 31 Agreements with the ambulance service provider responding from the neighboring ambulance zone.

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EXHIBIT B

TO AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

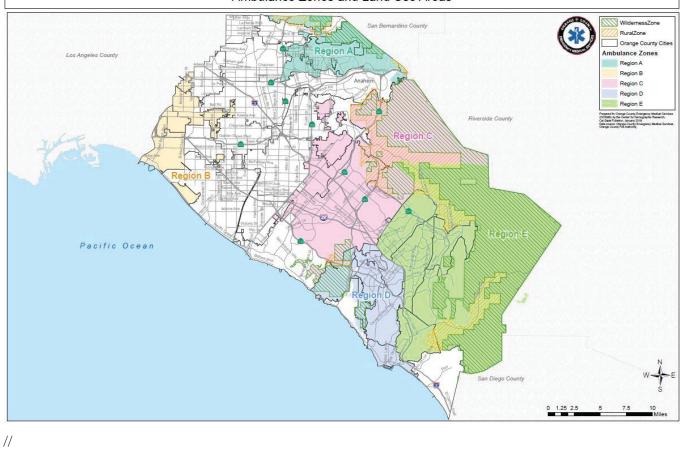
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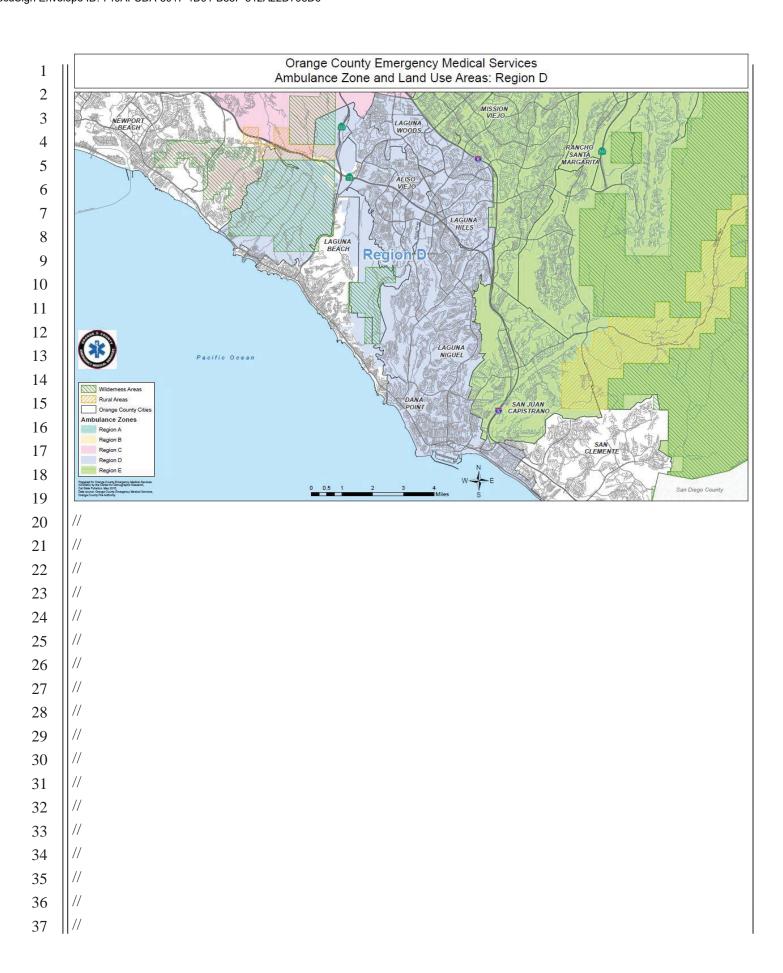
CARE AMBULANCE SERVICE, INC EXCLUSIVE OPERATING AREA D

JUNE 1, 2020 THROUGH MAY 31, 2025

I. ASSORTED COUNTY AND EOA MAPS

13 Orange County Emergency Medical Services
Ambulance Zones and Land Use Areas





AGREEMENT FOR PROVISION OF 1 9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE. 2 TRANSPORTATION AND RELATED SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 AND CARE AMBULANCE SERVICE, INC. 6 EXCLUSIVE OPERATING AREA E 7 JUNE 1, 2020 THROUGH MAY 31, 2025 8 9 THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CARE 11 AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes 12 be referred to herein individually as "Party" or collectively as "Parties." The Agreement shall be 13 administered by the Orange County Health Care Agency (ADMINISTRATOR) 14 15 WITNESSETH: 16 17 WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) 18 Emergency Ambulance Response, Transportation, and other related services for all Patients within 19 Exclusive Operating Areas (EOAs); and 20 WHEREAS, Health and Safety Code §1797.224 authorizes the Local Emergency Medical Services 21 Agency to develop an emergency medical services system and create EOAs provided a competitive 22 process is utilized to select providers of the services pursuant to the local EMS Plan; and 23 WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an 24 exclusive, performance-based contract to assure Ambulance Service providers with state sanctioned anti-25 trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance 26 transportation services within EOAs; and 27 WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY 28 for award of a contract for EOA Area E; and 29 WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the 30 County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance 31 response, transportation and related services to COUNTY within EOA Area E, as identified in Exhibit 32 A, upon the terms and conditions set forth in this Agreement; and 33 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and 34 conditions hereinafter set forth; 35 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 36 herein, COUNTY and CONTRACTOR do hereby agree as follows: 37

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1		REFERENCI	ED CONTRACT PROVISIONS
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3	Term: June 1, 2020 through May 31, 2025		
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6	Basis For Reimbur	rsement: Revenue Agre	ement
7			
8			
9	Payment Method:	One Time Payment and	Quarterly Fees As Identified In Exhibit A
10			
11			
12	CONTRACTOR	NINC Name home	04 777 8402
13	CONTRACTOR I	JUNS Number:	04-777-8493
14 15	CONTRACTOR T	FAX ID Number	33-0285453
16	CONTRACTOR	TAX ID Number.	33-0203+33
17			
18	Notices to COUNT	TY and CONTRACTO	R:
19			
20	COUNTY:	County of Orange	
21		Health Care Agency	
22		Contract Services	
23		405 West 5th Street, S	uite 600
24		Santa Ana, CA 92701	
25			
26	CONTRACTOR:	Care Ambulance Serv	ice, Inc.
27		Troy Hagen	
28		1517 W. Braden Court	
29		Orange, CA 92868	
30		(714) 980-3136	
31		troyh@careambulance	.net
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1			I. <u>ACRONYMS</u>
2	The following standard definitions are for reference purposes only and may or may not apply in their		
3	entirety	throughout this Agr	eement:
4	A.	ARRA	American Recovery and Reinvestment Act
5	B.	ASRS	Alcohol and Drug Programs Reporting System
6	C.	CAP	Corrective Action Plan
7	D.	CCC	California Civil Code
8	E.	CCR	California Code of Regulations
9	F.	CFR	Code of Federal Regulations
10	G.	CHPP	COUNTY HIPAA Policies and Procedures
11	H.	CHS	Correctional Health Services
12	I.	D/MC	Drug/Medi-Cal
13	J.	DHCS	Department of Health Care Services
14	K.	DPFS	Drug Program Fiscal Systems
15	L.	DRS	Designated Record Set
16	M.	HCA	Health Care Agency
17	N.	HHS	Health and Human Services
18	О.	HIPAA	Health Insurance Portability and Accountability Act
19	P.	HSC	California Health and Safety Code
20	Q.	MHP	Mental Health Plan
21	R.	OCJS	Orange County Jail System
22	S.	OCPD	Orange County Probation Department
23	T.	OCR	Office for Civil Rights
24	U.	OCSD	Orange County Sheriff's Department
25	V.	OIG	Office of Inspector General
26		OMB	Office of Management and Budget
27		OPM	Federal Office of Personnel Management
28		PADSS	Payment Application Data Security Standard
29		PC	State of California Penal Code
30		PCI DSS	Payment Card Industry Data Security Standard
31		PHI	Protected Health Information
32	AC.		Personally Identifiable Information
33		PRA	Public Record Act
34		USC	United States Code
35	AF.	WIC	State of California Welfare and Institutions Code
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II. <u>ALTERATION OF TERMS</u>

- A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- 1. CONTRACTOR's proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:
 - a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - $g. \quad Methodology/Procedure \ for \ enforcing \ disciplinary \ standards.$
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.
- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

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- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semiannually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.
- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

IV. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. CONFLICT OF INTEREST

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

deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

VII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a

reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. FACILITIES, PAYMENTS AND SERVICES

CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

X. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved by in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- 1. <u>Performance Bond</u> issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2. <u>Irrevocable Letter of Credit</u>, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

3. The performance bond or irrevocable letter of credit furnished by CONTRACTOR in 1 2 fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for 3 4 5 6 7

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- any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.
- 4. Failure of CONTRACTOR to meet these requirements after CONTRACTOR has been selected, and prior to the contract start date, shall result in forfeiture of CONTRACTOR's contract award.
- C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and the COUNTY was the insured.
- F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

19 **Minimum Limits** 20 Coverage 21 Commercial General \$5,000,000 combined single limit 22 Liability per occurrence 23 \$5,000,000 aggregate 24 25 Automobile Liability including coverage \$5,000,000 per occurrence 26 for owned, non-owned and hired vehicles 27 28 Workers' Compensation Statutory 29 30 Employers' Liability Insurance \$1,000,000 per occurrence 31 32 \$1,000,000 per claims made Network Security & Privacy Liability 33 Professional Liability Insurance \$5,000,000 per claims made 34 35 Sexual Misconduct Liability \$1,000,000 per occurrence 36 37

Performance Security Bond

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I. REQUIRED COVERAGE FORMS

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

J. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or selfinsurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
- a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

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- N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.
- R. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
 - S. SUBMISSION OF INSURANCE DOCUMENTS
 - 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XI. <u>INSPECTIONS AND AUDITS</u>

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and patient records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any Person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

D. AUDIT RESPONSE

- 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate corrective action either immediately or within a reasonable time, depending on the nature of the audit findings. In the event of non–compliance by CONTRACTOR with the findings made and/or corrective actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as provided for in Subparagraph B of the Termination Paragraph.
- 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XIII. <u>LITERATURE</u>, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIV. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all

may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and

CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds. **XVI. NOTICES** A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

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- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XVII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

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

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- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by \$70747 through and including \$70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with \$51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

- D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years
 - following discharge of the participant, client and/or patient.
 - F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
 - G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
 - H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
 - 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
 - J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

XIX. <u>REVENUE</u>

- A. CLIENT FEES CONTRACTOR shall charge a fee to clients to whom services are provided pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

XX. SEVERABILITY

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

XXI. STATUS OF CONTRACTOR

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

XXII. TAX LIABILITY

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

XXIII. TERM

- A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to
- B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXIV. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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confidentiality, indemnification, audits, reporting and accounting.

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

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

E. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its Sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

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- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.
- H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any patients provided services hereunder.

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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2	1	IN WITNESS WHEREOF, the parties have executed th	is Agreemer	nt, in the County of Orange, State
BY:	2	of California.		
BY: DATED: DATE	3	CARE AMBULANCE SERVICE, INC.		
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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer				
or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution		or any Assistant Treasurer. If the contract is signed by one (1) authoriz	zed individual o	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.			orized individu	ual to act on its behalf by his or her
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CARE AMBULANCE SERVICE, INC. MA-042-20010715

1	EXHIBIT A
2	TO AGREEMENT FOR PROVISION OF
3	9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
4	TRANSPORTATION, AND RELATED SERVICES
5	COUNTY OF ORANGE
6	AND
7	CARE AMBULANCE SERVICE, INC
8	EXCLUSIVE OPERATING AREA E
9	JUNE 1, 2020 THROUGH MAY 31, 2025
10	
11	I. EXCLUSIVE OPERATING AREA DESIGNATION
12	A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,
13	Transportation, and Related Services shall be provided to all persons requiring emergency medical
14	treatment and ambulance transport within designated County Exclusive Operating Area(s).
15	B. Exclusive Operating Area E shall encompass Lake Forest, Mission Viejo, Ranch Santa
16	Margarita, San Juan Capistrano and associated unincorporated areas of Modjeska, Upper
17	Trabuco/Cooks, Trabuco, O'Neill Park, Las Flores, Coto de Caza and Ortega Highway.
18	
19	II. <u>OPERATIONS</u>
20	A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN
21	CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is
22	not limited to, the following:
23	1. Compliance with the terms of the Agreement, minimum performance standards, and
24	applicable rules and regulations.
25	2. Compliance with process measurements and process improvements that integrate with the
26	Orange County Emergency Medical Services (OCEMS) CQI Plan.
27	3. Compliance with effective administration and management of clinical performance (patient
28	care activities), response time performance, driver performance, dispatch performance, and for all other
29	BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural
30	activities of the system; accurate determination of training needs of individuals and the system as a
31	whole; and identification and reporting of significant patient care issues to the base hospital and/or the
32	OCEMS Medical Director.
33	4. Includes CQI indicators, which shall be measured by all system participants, and may be
34	developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers, and
35	OCEMS.
36	5. Indicators that are based on current California EMSA Core Measures, EMS data analysis,
37	research, and call demand.

1	6.	Par	ticipates in and comply with the OCEMS CQI committees and audit processes.
2	7.	CO	NTRACTOR shall be informed of OCEMS' expectations of CQI specifically related to
3	the terms of	the	Agreement:
4		a.	Continually perform Quality Assurance and Quality Improvement, including but not
5	limited to:		
6			1) Organize CQI results and submit to OCEMS in the format specified in Paragraph
7	II. A. subpa	ragr	aph 8 (below) on a quarterly basis.
8			2) Demonstrate progressive quality improvement results evidenced by semi-annual
9	written upda	ates	to OCEMS on the effectiveness of the plan and summary of activities conducted under
10	the plan.		
11		b.	Accurate determination of training needs of:
12			1) Individual
13			a) Field level personnel
14			b) Dispatch personnel
15			c) Supervisor personnel
16			d) Administrative (including billing) personnel
17			2) System wide
18			a) Operational
19			b) Clinical
20			c) Administrative
21		c.	Include action planning to improve performance, based upon core indicators as
22	identified th	rou	gh CONTRACTOR's CQI process.
23		d.	Include action planning to improve performance, based upon core indicators as
24	established	by (OCEMS.
25	8.	CO	NTRACTOR shall submit all CQI reports in the following format:
26		a.	Cover page including:
27			1) CONTRACTOR Name
28			2) Region
29			3) Date of Submission
30			4) Person Completing Report
31			5) Title of Person Completing Report
32		b.	Summary of Findings
33		c.	Quality Indicator Sheet
34		d.	Detailed Results
35			1) Following principles of OCEMS Policy 385.00
36		e.	Application of findings
37			1) Following principles of OCEMS Policy 385.00

B. RESPONSE TIME OPERATIONS

- 1. Response Time Performance Requirement
- a. Successful performance of the subject services shall in part be based on CONTRACTOR's compliance with the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of CONTRACTOR.
- b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards.
 - 1) Call Classifications
- a) Code 2 emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- b) Code 3 emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - 2) Geographical Zones within EOAs
- a) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- c) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

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TABLE 1: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 "Response Time Compliance Requirements", above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 "Response Time Compliance Requirements", above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) Call Receipt Time

a) "Response Time" begins at "Call Receipt", which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

2) At Scene Time

a) "At Scene" time means the moment the 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies dispatch that it is fully stopped. Only the arrival of a capable transport emergency

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ambulance shall constitute "At Scene." This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3) Response Time

- a) "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: (1) "At Scene" arrival time, or, (2) the call is cancelled by an OCEMS-recognized public safety agency.
 - 4) Failure to Report "At Scene" Time
- a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.
 - 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response
- a) From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with standards and penalties for non-compliance shall be as follows:
 - b) Upgrades
- (1) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:
- (a) Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or
 - (b) The lower priority Response Time Standard
- i. For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade, plus the Code 3 Response Time.
 - c) Downgrades
- (1) If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and penalties shall be determined by:
- (a) If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

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(b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

d) Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

e) Cancelled Calls

- (1) If an assignment is cancelled prior to arrival on the scene, compliance and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.
 - f) Response Times Outside of the County of Orange
- (1) CONTRACTOR shall not be held accountable for Response Time compliance for any assignment originating outside of the County. Responses to request for service outside the County limits shall not be counted in the total number of calls used to determine compliance.
 - g) Each Incident/Separate Response
- (1) Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements".
 - h) Coverage and Dedicated Ambulances, Use of Stations/Posts.
- (1) These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with this standard.

3. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Response Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time Operations" of this Exhibit A and OCEMS Policy 385.00.

C. DISPATCH OPERATIONS

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- 1. CONTRACTOR shall be required to meet the following operational expectations, core requirements, and activities:
 - a. Dispatch Operations
- 1) CONTRACTOR shall establish a dispatch system, which shall be approved by OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other circumstances that impair the operation of the primary 9-1-1 dispatch center.
- 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.
 - b. Dispatch Personnel
- 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that ensures effective dispatch operations with requirements for employee eligibility, education and training.
- 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data.
- a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are appropriately assigned and captured for oversight and monitoring.
- b) Assigned dispatchers shall be aware of the appropriate way to change the status units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to closure of the call).
- c) OCEMS will monitor Dispatch Operations through standards set in Paragraph II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan.
 - c. CQI
- 1) CONTRACTOR shall consistently perform CQI in all areas related to their Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch Operations" of this Exhibit A and OCEMS Policy 385.00.
 - D. DATA MANAGEMENT
 - 1. CONTRACTOR shall provide, maintain, and adhere to the following:
 - a. Data and Reporting Requirements
- b. The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, OCEMS shall require detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis (CQI). CONTRACTOR shall provide, maintain, and adhere to the following:
 - 1) Dispatch Computer
- a) The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustments to data with full audit trail documentation. In

1	conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not
2	collected within CAD data.
3	2) Records
4	a) Complete, maintain, and provide to OCEMS, upon request, adequate records
5	and documentation to demonstrate its compliance performance.
6	3) Data Integrity
7	a) CONTRACTOR will routinely perform CQI of required CAD data throughout
8	the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS
9	Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to
10	change. Newly identified areas of focus shall be measured at the start of the following month. The CQI
11	data shall include, but is not limited to:
12	(1) CAD Data Completeness by element;
13	(2) CAD Data Accuracy by element;
14	(3) Time Measurement;
15	(a) Overall accuracy (chronological time elements);
16	(b) Elapsed time between left scene to destination time (transport
17	time);
18	(c) Elapsed time between arrival at destination to back in service time
19	(patient offload time);
20	(d) Transfer of patient care to posting of PCR;
21	(e) Elapsed time between destination time to back in service time;
22	(f) Frequency of unauthorized data adjustments;
23	(g) Any adjustment made to data fields after a unit is placed back in
24	service; and
25	(h) Any adjustments made by billing personnel must also be included.
26	c. Data Reporting and Scheduled Reports
27	1) Document and report to OCEMS, monthly, in writing, and on a form provided by
28	OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calendar
29	month, computer database data in an electronic format and reports pertaining to performance during the
30	preceding month related to clinical, operational, and financial performance.
31	a) Provide OCEMS with any changes in ownership, executive leadership,
32	management, and EOA supervisors.
33	b) A list of each call, sorted by Emergency Response EOA, where there was a
34	failure to properly record all times necessary to determine the Response Time.
35	c) A list of all mutual aid responses coming from outside of an EOA.
36	d) Summary of interrupted calls due to vehicle/equipment failures.
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- e) Summary of interrupted calls due to involvement in non-injury and injury accidents.
- f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

d. Response Time Statistical Data

- 1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.
 - a) Response Time Compliance Reports (Monthly):
 - (1) Total Transports for the previous month, based on CAD data
 - (2) Cancelled calls prior to arrival on scene
 - (3) Data reconciliation request reports and resolution
 - e. Ambulance Zone Equity of Response Time
- 1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.
- a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.

f. Data Amendment Request

1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance, or other causes deemed to be within CONTRACTOR's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

HCA ASR 19-001279

2) In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within Orange County shall be included, except as follows:

a) Declared Disasters

(1) Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

(1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at its sole discretion. At a minimum, the asserted justification for amendment must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an amendment may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness EOA) or off-road locations.

(2) Unusual system overload is defined as two hundred percent (200%) of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

3) Data Amendment Request Procedure

- a) It is CONTRACTOR's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond CONTRACTOR's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.
- (1) All requests shall be submitted in a format provided to CONTRACTOR by OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.
- (2) A request for an amendment received after twenty (20) business days of the close of the month of occurrence will not be considered. OCEMS Contract Administrator will review each amendment request and make a decision for approval or denial. Any appeal of the decision must be

1	submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the
2	committee's decision. CONTRACTOR's appeal to the OCEMS Medical Director shall constitute
3	CONTRACTOR's exclusive remedy to challenge the denial of a request for an amendment. All
4	decisions by the OCEMS Medical Director shall be considered final.
5	4) Approved Data Amendments
6	a) CONTRACTOR will receive notification of approvals at the completion of the
7	data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to
8	reflect the approved data amendments within ten (10) calendar days of notification.
9	b) At the end of the ten (10) calendar days, OCEMS will download the amended
10	data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.
11	g. Other Required Reports
12	1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or
13	concern which may require additional reports. CONTRACTOR must provide these additional reports,
14	and any other requested records, on the first calendar day of the following month.
15	h. Defining Data Deficiencies
16	1) Data collected by the provider, and submitted through OC-MEDS, are utilized to
17	perform a significant portion of contract oversight and monitoring. These elements are found in
18	Paragraph IV.A. "Penalty Provisions" TABLES 3-7 of this Exhibit A.
19	a) Required reporting elements are subject to change based on evolving federal,
20	state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6
21	"Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be
22	required to be reported at the start of the following month. When data elements are incomplete they are
23	considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the
24	number of occurrence per incident record. Data deficiencies include, but are not limited to:
25	(1) Non-chronological values (e.g. on scene time occurs prior to dispatch
26	notified time);
27	(2) Blank values (e.g. missing incident address, city, zip code, etc.);
28	(3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);
29	(4) Missing records (e.g. the record was not submitted to OCMEDS via CAD,
30	and was not submitted within the twenty (20) day record reconciliation period); and
31	(5) Other areas as observed and defined by OCEMS during the Agreement
32	term.
33	i. CQI
34	1) CONTRACTOR shall consistently perform CQI in all areas related to their Data.
35	CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and
36	OCEMS Policy 385.00.
37	E. PCRS and OC-MEDS COMPLIANCE

1	1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to
2	document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies
3	(Ref. OCEMS Policies 300.20, 300.30 and 300.31).
4	a. PCRS Technical Requirements
5	1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS,
6	which shall include a one-way data push from the CAD system to OC-MEDS with real time updates
7	upon each status change. The CAD integration shall be established regardless of the PCRS used.
8	2) CONTRACTOR shall establish and maintain technical interoperability which
9	allows for the transfer of patient care information in real time between EMS providers in the field. This
10	function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer
11	their PCR to the ambulance transport provider at the time of service in the field.
12	3) CONTRACTOR shall supply and maintain computer hardware required to support
13	PCR documentation within the PCRS.
14	4) CONTRACTOR shall establish and maintain continuous mobile internet
15	connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be
16	available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.
17	b. PCR Compliance and Training
18	1) CONTRACTOR shall accurately complete a PCR on every patient to include all
19	information required pursuant to OCEMS Policy 300.10.
20	2) CONTRACTOR shall accurately complete a PCR for every dispatched unit
21	regardless of call outcome. This includes:
22	a) Transports
23	b) Cancelled units
24	(1) A cancelled unit is defined as any unit that is dispatched to an incident, and
25	cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
26	c) Public assists
27	3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS
28	upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.
29	CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards
30	pursuant to OCEMS Policy 300.31.
31	4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency
32	receiving center for each patient.
33	5) CONTRACTOR shall provide initial and continuing PCRS education and training
34	for employees.
35	c. CQI
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1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in in Paragraph II.E. "PCR and OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
- a. The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. CONTRACTOR ERCS must be fully compatible with the 800 MHz C.C.C.S.

2. Compliance with Laws

- a. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b. CONTRACTOR'S ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications, compatibility, and requirements, as applicable.
 - 3. Communications Requirements
- CONTRACTOR shall comply with the following requirements concerning the installation, use, operation, and maintenance of their ERCS:
- a. Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.
- b. Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
 - c. ERCS must be operated and maintained 24/7.

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- d. Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- e. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

4. CAD Interface

a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.

5. System Upgrades

- a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.
 - 6. Vehicle Communications Motorola 800 MHz Mobile Radio
- a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:
- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier. Each ambulance must have an ambulance status tracking program that transmits a responding ambulances status (e.g., en route, on scene, and available status functions) through the Motorola 800 MHz radio or similar system.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.

7. Mobile Data Computer System

a. CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.

1) UHF Med 9 Radio

a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to

appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

- 8. Web Based Communications Application
- a. CONTRACTOR shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).

9. CQI

a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F. "Emergency Response Communications" of this Exhibit A and OCEMS Policy 385.00.

G. FACILITIES, SUPPLIES, AND EQUIPMENT

1. CONTRACTOR shall provide all facilities, equipment, material, and supplies, as well as any other resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and, use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.

a. Standard Inventory

- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.

b. Facilities

1) In an effort to promote a culture of cleanliness and infection control, CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional facilities.

2) Region Headquarters

- a) CONTRACTOR shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- (1) Vehicle re-supply Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - (2) Personnel management
 - (3) Communications
- 3) At the start date of the awarded contract, CONTRACTOR deploying twenty four (24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:

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1	a) One (1) bed per on-duty crew member;
2	b) Un-interrupted power supply;
3	c) Air-conditioning;
4	d) Heating;
5	e) One (1) refrigerator for employee food storage for the length of the shift;
6	f) One (1) appliance used to cook food;
7	g) Restroom facilities physically attached to crew quarters; and
8	h) Shower facilities physically attached to crew quarters.
9	c. All identified facilities must show actual tentative agreements between landlord and
10	CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must
11	also demonstrate that the identified facilities are approved by the associated cities as a part of the
12	proposal.
13	d. Personal Safety Equipment
14	1) Provide personal safety equipment for all employees in accordance with applicable
15	federal and state laws and standards. Policies and procedures should clearly describe the routine use of
16	PPE on all patient encounters.
17	2) Personal safety equipment shall comply with State EMSA Guideline 216 regarding
18	recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels
19	of Personal Protective Gear, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated
20	to 9-1-1 emergency transportation, including:
21	a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS
22	Standards)
23	b) Hard hat, Work Helmet Blue
24	c) Leather gloves
25	3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30
26	e. Fleet Requirements
27	1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and
28	any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California
29	ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles.
30	CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that
31	CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and
32	independently from CONTRACTOR's operations in other areas outside of the EOA.
33	2) Emergency Ambulance Vehicles
34	a) CONTRACTOR shall provide Modular (type III) dual rear wheeled
35	ambulances for the provision of the required services. Each vehicle used shall have no more than one
36	hundred thousand (100,000) miles on its odometer at the start of contract and shall be no older than ten
37	(10) years to be in compliance with the standards set forth in OCEMS Policy 720.30.

b) CONTRACTOR shall develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

3) Quantity of Vehicles

- a) CONTRACTOR may be required by OCEMS to expand the total number of ambulances available for use within the EOA (s) and/or the total number of ambulances regionally available for use within the EOA (s), if response time requirements are not consistently being met or if the EOA (s) experience a significant call volume increase.
- b) CONTRACTOR shall, on an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least one hundred thirty percent (130%) of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven (7) ambulances (5 x 130% = 6.5 rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by one hundred thirty percent (130%), the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

4) Automatic Vehicle Locator

a) CONTRACTOR shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. CONTRACTOR shall provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.

5) Video Dashboard Camera Digital Recording

a) CONTRACTOR shall provide, install, and maintain all ambulances with a Mobile Video Systems on-board digital event recorder that shall be mounted on the windshield behind the rear view mirror and on the rear of the ambulance. The system shall provide a digital recording of the front driver's view, ambulance cab interior and a view to the rear of the ambulance. Digital recordings shall be stored on a locked computer hard-drive in the ambulance cab. The video shall be available to CONTRACTOR and COUNTY to view after an ambulance incident for investigation and CQI.

6) Enhanced Monitoring for Fatigue in Drivers

a) CONTRACTOR shall provide, install and maintain an electronic system for driver monitoring. The system shall have in-cab sensors and detection equipment that monitors eyelid closure, specific head movements and other indications of unsafe behavior, including seat belt safety and cellphone use. The system shall have the ability to identify safety issues, alert the driver, and simultaneously upload photos and/or video of the unsafe behaviors to the CONTRACTOR's fleet management system. Photos and videos shall be available to the COUNTY for review.

f. Maintenance

1) Daily Maintenance

- a) CONTRACTOR shall perform daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient compartments.
 - b) Ambulance Checkout (OCEMS Policy 720.30)
- (1) CONTRACTOR shall, at the beginning of each shift, ensure that all ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.
- (2) If CONTRACTOR must respond to a call prior to the completion of the ambulance checkout, CONTRACTOR shall complete their check out at the completion of the assigned call.
- (3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."
 - 2) Ongoing Maintenance
- a) CONTRACTOR shall maintain all vehicles and equipment in excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed non-compliant and cause for immediate termination of Agreement.
- b) CONTRACTOR shall ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or materials and supplies distribution center is required.
- (1) CONTRACTOR shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (2) CONTRACTOR shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.
 - 3) Supervisor Vehicles
- a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall

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be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds.

g. CQI

1) CONTRACTOR shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G "Facilities, Supplies, and Equipment" of this Exhibit A and OCEMS Policy 385.00.

H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

- 1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters.
- a. OCEMS inspections may include, but are not limited to, the areas mentioned in Paragraph II.G. "Facilities, Supplies, and Equipment" of this Exhibit A.
 - b. Inspections are applicable to all ambulances found within a designated EOA area.
- c. Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- d. Refer to Paragraph IV.B. Table 7 "Additional Penalties" of this Exhibit A for penalties related to observed repeated inspection deficiencies.
- 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. CONTRACTOR shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for CONTRACTOR's equipment and facilities.
- a. CONTRACTOR shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

3. CQI

CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. "Inspections of Vehicles, Records, and Crew Quarters" of this Exhibit A and OCEMS Policy 385.00.

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians (EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance Driver Attendant License.

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B. CLINICAL LEVELS & STAFFING REQUIREMENTS

1. CONTRACTOR shall provide personnel meeting the following requirements:

erational matters.			

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(1) In the event CONTRACTOR is awarded multiple EOAs, each EOA shall

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1	borne patriogens and Tuberculosis (1B) may be increased. It is OCENIS expectation that appropriate
2	procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
3	2) Make available at no cost to employees, all currently recommended immunizations
4	including Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin
5	test.
6	g. Staff Resources
7	1) Ensure that all personnel have access to support references and resources, which
8	may include, but are not limited to:
9	a) Employee Handbook that describes the organization's operational policies and
10	procedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.
11	b) Access to and adherence to OCEMS P&Ps herein and upon all revisions.
12	www.ochealthinfo.com/ems
13	c) Incident reporting P&Ps that include steps for reporting accidents and incidents
14	that occur in the performance of work duties. Incident reporting programs shall provide, at a minimum,
15	a mechanism for reporting patient care, customer service, and operational related incidents.
16	d) P&P related to field supervision, which shall address, at a minimum, training
17	and education and oversight plans and procedures for the designated EOA region(s).
18	e) P&P related to scene safety and personnel safety.
19	h. Minimum Clinical Levels and Staffing Requirements
20	1) Ambulance Staffing Requirements
21	a) Ambulance service providers rendering the subject services shall be staffed at a
22	minimum with two (2) California certified and Orange County Ambulance Driver/Attendant License
23	EMT's equipped to render 9-1-1 emergency ambulance level care and transport.
24	b) Ambulance personnel rendering the subject services shall throughout the term
25	of the contract, be licensed, accredited and credentialed as appropriate to practice in the County of
26	Orange, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS
27	certification/licensure requirements may be downloaded from the OCEMS website
28	http://www.healthdisasteroc.org/ems/emt
29	2) Personnel Licensing
30	a) Ensure all licensed, certified, accredited and authorized staff is current and up-
31	to-date in the OC-MEDS licensure system.
32	3) Training Requirements
33	a) At a minimum, CONTRACTOR shall ensure ambulance service personnel
34	receive the following training and/or certifications, which shall be in addition to training defined in State
35	and OCEMS polices:
36	(1) Organization and EMS System Orientation and On-Going Preparedness
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(a) Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all field personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

(2) Preparation for Multi-Casualty Incident

(a) Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of the Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

(a) Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Employee Annual Training

(a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Paragraph IV. B. "Penalty Provisions" TABLE 4 of this Exhibit A.

4) Infection Control

a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS Policy 720.50 – Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for Ambulances and Ambulance Equipment.

(1) CONTRACTOR shall maintain records and provide vaccinations, screenings, or records of declination for the following:

1	(a) Tuberculosis (Quantiferon Serum Testing) annually.		
2	(b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dose		
3	#2 in one (1) month, and dose #3 approximately five (5) months after dose #2).		
4	(c) Influenza - give one (1) dose of trivalent inactivated influenza		
5	vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.		
6	(d) MMR for healthcare personnel (HCP) born in 1957 or later without		
7	serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.		
8	(e) Varicella (chickenpox) for HCP who have no serologic proof of		
9	immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, for		
10	(4) weeks apart.		
11	(f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose		
12	every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1) time		
13	dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.		
14	i. CQI		
15	1) CONTRACTOR shall consistently perform CQI in all areas related to their		
16	Personnel. CQI must meet the requirements set forth in Paragraph III. "Clinical and Personnel" of this		
17	Exhibit A and OCEMS Policy 385.00.		
18	C. MEDICAL ADMINISTRATION		
19	1. Medical Oversight		
20	a. The OCEMS Medical Director provides medical control and management of the		
21	Emergency Medical Services system through ongoing planning, design, development, evaluation and		
22	direction of system-wide Emergency Medical Services. The OCEMS Medical Director intends that the		
23	9-1-1 emergency ambulance deployment for the EOA for which this Agreement is issued be designed		
24	using a fluid model of organization that will provide high-level performance and optimize health and		
25	safety of the community.		
26	b. CONTRACTOR may be required to participate in pilot studies that OCEMS may		
27	authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in		
28	the event conflicting standards are established for the pilot program. Any such pilot program must be		
29	approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to		
30	the provision of the subject services described in this Agreement.		
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32	IV. MANAGEMENT		
33	A. ADMINISTRATION PROVISIONS		
34	1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract		
35	Management.		
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a. OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.

b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

TABLE 2: Per Patient Transport Fees

Fiscal Year	Transport Fees	
FY2020/21	\$13.61	
FY2021/22	\$13.90	
FY2022/23	\$14.20	
FY2023/24	\$14.51	
FY2024/25	\$14.83	

c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1st) payment for this Agreement will be invoiced after the fourth (4th) quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR's contracts.

2. Accounting Procedures

a. Invoicing and Payment for Services

OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within thirty (30) calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30th) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

b. Audits and Inspections

1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

- 2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- 3) CONTRACTOR may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

- a. OCEMS policies and ambulance service applications can be found on the Orange County EMS website at www.ochealthinfo.com/ems.
 - 4. Annual Performance Evaluation
- OCEMS shall evaluate the performance of CONTRACTOR on an annual basis, which may include, but not be limited to:
- a. Response Time performance standards assessed with reference to the minimum requirements in Agreement.
- b. Clinical performance standards assessed with reference to minimum Agreement requirements.
- c. Operational performance standards assessed with reference to minimum Agreement requirements.
- d. Financial performance standards assessed with reference to minimum Agreement requirements.
 - e. Initiation of innovative programs to improve system performance.
 - f. Compliance with information reporting requirements.

5. Service Charges

- a. CONTRACTOR shall not charge patients for the provision of the required services more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:
- 1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.
- a) CONTRACTOR shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply

1	Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly		
2	paying the ALS Reimbursement Rate according to their agreement.		
3	b. Zero-Pay Patients		
4	1) ALS Service Provider shall not require CONTRACTOR to pay the established		
5	ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for		
6	service to patients whose only method of healthcare coverage or insurance is provided by a state or local		
7	subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services		
8	Network). CONTRACTOR may seek relief from making the required reimbursement payments to ALS		
9	Service Provider by applying for a zero-pay patient Exemption as provided below.		
10	c. Risk of Non-Payment		
11	1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of		
12	non-payment for any and all of the services rendered and the charges incurred in connection with		
13	performance of the services described in the AGREEMENT, including all BLS and ALS charges and the		
14	ALS Reimbursement Rate, as described above.		
15	d. Medicare Patients		
16	1) CONTRACTOR may not charge Medicare patients more than the maximum		
17	Medicare rate.		
18	e. Billing, Audit, and Access to Records		
19	1) CONTRACTOR shall only bill for services according to the approved service rates		
20	and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless		
21	approved in writing and in advance by OCEMS.		
22	2) CONTRACTOR shall establish and demonstrate an auditable billing system		
23	approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient		
24	billing/records system shall be organized so that search and retrieval of all billing records can readily be		
25	made by OCEMS according to the following criteria:		
26	a) BLS		
27	b) Patient Name		
28	c) Chief compliant (billed)		
29	d) EOA		
30	e) Response location including zip code		
31	f) BLS Transport		
32	g) ALS Assessment/BLS Transport		
33	h) ALS Escort		
34	i) 9-1-1 Responses without transport		
35	j) Day/Month/Year/Time		
36	k) Patient care record number		
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3) CONTRACTOR shall perform CQI on their billing process within the terms of Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.

f. Accounting

- 1) CONTRACTOR must maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and information upon seventy two (72) hours advanced written notice at all times during normal business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:
 - a) Patient invoices
 - b) All service charges
 - c) All reimbursements
 - d) All payments made to other providers
- e) Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS
 - g. Submission of Claims
- 1) CONTRACTOR must submit timely and accurate claims for services provided. A third party billing agent may be used for this purpose and must meet the requirements of this Agreement.
 - h. Zero-Pay Patient Exemption Requests
- 1) CONTRACTOR will not be required to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." CONTRACTOR may seek relief from making the required reimbursement payments to the ALS Services Provider by applying for a Zero Pay Patient Exemption.
 - 6. Agreement Breach Affecting Health and Safety
- a. In the event OCEMS determines that a breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, and the County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder of the

28 of 38

RFP process to take over the provision of the Services. Upon termination of Agreement with CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder without conducting another solicitation or otherwise proceed as deemed in the public interest.

- b. In the event of determination by OCEMS that CONTRACTOR is in breach of Agreement or applicable law, and that the nature of the breach is such that the public health and safety are endangered, the performance security bond shall be subject to immediate release of funds to the County.
 - 7. Alternate Emergency Ambulance Service Provider
- a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year of the start date of the term of this Agreement.
 - 8. Transition Planning -
- a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.
 - 9. General Provisions
 - a. Permits and Licenses
- 1) Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. CONTRACTOR shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.
 - b. Compliance with Laws and Regulations
- 1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.
 - c. Observation and Inspections

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- 1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on any vehicle at any time.
- 2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.
 - d. Notice of Litigation or Investigations
- 1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to CONTRACTOR's operations.

B. PENALTY PROVISIONS

- 1. Response Time Compliance Penalties
- 1) Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a CONTRACTOR's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:
 - a) Penalties for Failure to Comply with Response Time Requirements
- (1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR fails to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone within the EOA and within each code of response that exceeds the Response Time requirements. Penalties for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (TABLE 8 "Per Call Response Time Penalties").

TABLE 3: Per Call Response Time Penalties

Late	Penalty	
0.01 – 1 minute	\$5	
1.01 – 2 min.	\$10	
2.01 – 3 min.	\$20	
3.01 – 4 min.	\$50	
4.01 – 5 min.	\$70	
5.01 – 6 min.	\$90	
6.01 – 7 min.	\$110	
7.01 – 8 min.	\$140	
8.01 – 9 min.	\$160	
9.01 – 10 min.	\$180	

10.01 – 15 min.	\$200
15.01 – 20 min.	\$250
20.01 – 30 min.	\$300
30.01 – 60 min.	\$600
> 60 min.	\$10,000

2. EOA Non-Compliance Penalties

- 1). In addition to the per call response time penalties for individual late responses, penalties shall be assessed in a accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if.
- a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.
- c) A continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.
- d) All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 4: Penalties for EOA Non-Compliance

EOA Performance	Penalty
94% - 94.9%	\$2,000
93% - 93.9%	\$4,000
92% - 92.9%	\$6,000
91% - 91.9%	\$8,000
90.9% and less	\$10,000

3. Data Deficiencies Penalties

1). Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of twenty (20) business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

TABLE 5: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 6: Defining Data Deficiencies

ImageTrend Field
Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for
required EATS Contract data elements

4. Failure to Respond Penalties

- 1). Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.
- a) In the event CONTRACTOR does not respond with an ambulance to an emergency medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate termination of Agreement.

5. Use of Instant Aid/Mutual Aid Penalties

- 1). CONTRACTOR shall maintain all obligations as required by this Agreement when using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to persons in need of such services within those areas. CONTRACTOR must identify any areas located within the EOA that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.
- a) CONTRACTOR must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the agreement. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.
- (1) Pending OCEMS approval of CONTRACTOR identified area best served through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:
- (i) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.

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- (ii) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".
- 2). In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure requirements, CONTRACTOR will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.
- 3). CONTRACTOR will be assessed penalties, as defined in TABLE 3 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 7 "Additional Penalties".
- 4). Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than two hundred percent (200%) of the Instant Aid/Mutual Aid support that it provides the specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.
- 5). All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this Agreement.
 - 6. Additional Penalties
- 1). OCEMS may impose financial penalties for other performance deficiencies by CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 7 (Additional Penalties).

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date
Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$50 per instance when patient care records are not accurate and

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		completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery \$50 per instance when
Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	patient care records are not accurate and completed within established time
Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care
Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. "Cleaning Standards For Ambulances and Ambulance Equipment"	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not meet OCEMS cleaning policy standards
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contractor should have reasonably self-identified through routine monitoring and CQI	\$500 per deficiency for failure to communicate clinical, operational or systematic errors

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Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

7. Penalty Disputes

- 1). OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.
- 2). CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within ten (10) calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.
- 3). OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.
- 4). OCEMS shall provide written notification of its decision to that effect, which notifications shall set forth in detail the reasons therefor.
- a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS's decision in writing to the OCEMS Medical Director within 10 calendar days of date of the OCEMS's written notification of decision.
- b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.
- c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.
- 8. TABLE 7 Penalty notification process This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.
- 1). CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with respect to any provisions of the contract, the penalties outlined in TABLE 7 "Additional Penalties" may be applied.
- 2. Each heading of Agreement clauses or provisions will be observed as a group (e.g. Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may receive a written notice from OCEMS following the process below:

with a specified completion date.

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6	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR deficiency (ies) OCEMS will
7	notify CONTRACTOR, in writing that the observed deficiency has continued, and was not corrected
8	with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is
9	not corrected.
10	c) Third observation of same deficiency
11	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS
12	will notify CONTRACTOR in writing, of the incurred penalty.
13	d) Subsequent Deficiencies
14	Within ten (10) calendar days of OCEMS' observation of CONTRACTOR's deficiency(ies) OCEMS
15	will notify CONTRACTOR in writing, of the incurred penalty.
16	9. CQI
17	1). CONTRACTOR shall consistently perform CQI in all areas related to the penalties that
18	they receive. CQI must meet the requirements set forth in Paragraph II. A. "Continuous Quality
19	Improvement" and OCEMS Policy 385.00.
20	
21	V. EMS SYSTEM AND COMMUNITY COMMITMENT
22	A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT
23	OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and
24	mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional
25	disaster preparation and response, including disaster drills and exercises, mutual and automatic aid
26	agreements, and training.
27	B. ACCREDITATION
28	1. CONTRACTOR must have current Commission on Accreditation of Ambulance Services
29	(CAAS) Accreditation.
30	C. HANDLING SERVICE COMPLAINTS
31	1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt
32	response and follow-up to such complaints. Such responses shall be subject to limitations imposed by
33	patient confidentiality restrictions.
34	D. CLINICAL INQUIRIES AND RESOLUTIONS
35	1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to
36	the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, as
37	applicable.

a) First/initial discovery/observation of deficiency

b) Second notice of observation of same deficiency

Within ten (10) calendar days of OCEMS' discovery of CONTRACTOR's deficiency(ies). OCEMS will

notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required

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E. PATIENT SATISFACTION PROGRAM

- 1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and, for all subsequent modifications and updates. CONTRACTOR must submit to OCEMS, PSP data and findings quarterly, within ten (10) calendar days after the end of the quarter. All data will be reported on the OCEMS website at www.ochealthinfo.com/ems along with the midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS Service Provider(s), and shall include, but not be limited to:
- a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.
- b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

- 1. CONTRACTOR must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.
- 2. At a minimum, CONTRACTOR will provide one (1) educational health based program per month; and the program shall be a research-based educational event, held in every city within the EOA, on a quarterly basis.
- 3. CONTRACTOR shall conduct senior welfare checks in areas with a high concentration of senior communities, such as but not limited to the City of Laguna Woods. Public health and education programs shall include, but are not limited to, blood pressure screenings and fall prevention.
- 4. CONTRACTOR shall provide public service announcement (PSA) ambulances focused on spreading awareness of important public health and safety concerns. CONTRACTOR shall have their PSA ambulances' messaging approved by the COUNTY.

VI. <u>FUNCTIONAL RESPONSIBILITY</u>

- A. CONTRACTOR shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, unless otherwise stated.
- B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, including the OCEMS Medical Director and/or any other OCEMS employee or designee.

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C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to:

1. Basic Services

- a. Provide the subject services 24/7 and without interruption throughout the term of the contract.
- b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

2. Service Description

- a. Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, 24/7.
- b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9-1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County.

3. Service Operations

a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring ambulance zone.

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EXHIBIT B

TO AGREEMENT FOR PROVISION OF

9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,

TRANSPORTATION AND RELATED SERVICES

BETWEEN

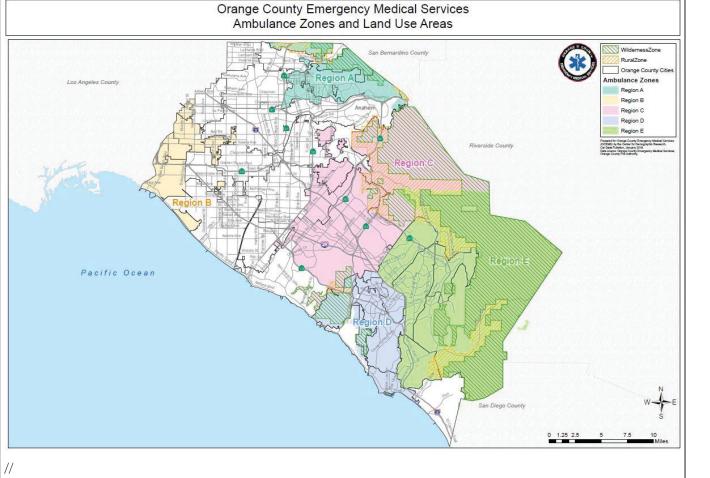
COUNTY OF ORANGE

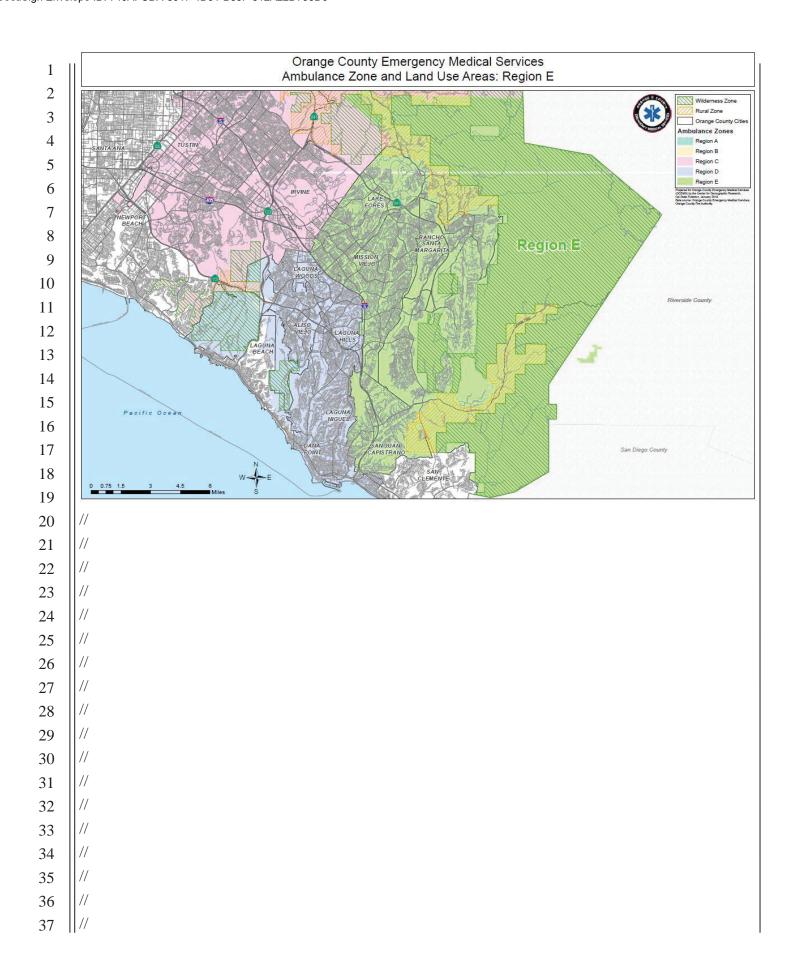
AND

CARE AMBULANCE SERVICE, INC EXCLUSIVE OPERATING AREA E

JUNE 1, 2020 THROUGH MAY 31, 2025

I. ASSORTED COUNTY AND EOA MAPS





Emergency Ambulance Service, Inc.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Revenue Contract:

Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

Care Ambulance Service, Inc.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Revenue Contract:

Per Patient Transport Fees

Fiscal Year	Transport Fees
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Care Ambulance Service, Inc.

SUMMARY OF SIGNIFICANT CHANGES

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Care Ambulance Service, Inc.

SUMMARY OF SIGNIFICANT CHANGES

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Care Ambulance Service, Inc.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

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FY2023/24	\$14.51
FY2024/25	\$14.83

EVALUATION PANEL SCORING SUMMARY RFP # CS18-1276217-DB 911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Bidder: # 1 Care Ambulance, Inc.

	E1	E2	E3	E4	E5			
Section A - Experience and Qualification	ns					# Questions	Weight (%)	Section A Max Score/Region 5.00
Question 1	3.50	3.50	3.50	3.50	4.00	1 -	•	3.00
Question 2	3.50	4.00	3.50	4.00	4.00			
Question 3	4.00	5.00	4.00	5.00	5.00			
Question 4	4.00	5.00	4.00	5.00	5.00	1		
Question 5	3.50	3.50	3.50	3.50	4.00 22.00	1		
Total Score Average Score	18.50 3.70	21.00 4.20	18.50 3.70	21.00 4.20	4.40	l .		
Final Score	3.70	4.20	3.70	4.20	4.40			
Section B - Operations								Section B Max Score/Region
Operations						# Questions	Weight (%)	40.00
Continuous Quality Improvement - All Regions						19	4	
Question 1	4.00	5.00	4.00	5.00	4.00			
Question 2	4.00	5.00	4.00	4.00	5.00			
Question 3	3.50	4.00	3.50	4.00	4.00			
Question 4	3.50	4.00	3.50	4.00	3.50			
Question 5	3.50	4.00	3.50	4.00	4.00			
Continuous Quality Improvement Base	18.50	22.00	18.50	21.00	20.50			
Response Time Operations - All Regions								
Question 1	3.50	4.00	3.50	3.50	4.00	1		
Question 2	3.50	4.00	3.50	3.50	4.00			
Question 3	3.50	4.00	4.00	4.00	4.00	1		
Question 4	4.00	5.00	4.00	5.00	5.00			
Response Time Operations Base	14.50	17.00	15.00	16.00	17.00	1		
Response Time Operations - Region A								
Question 5								
Question 6						1		
Question 7						1		
Question 8	0.00	0.00	0.00	0.00	0.00			
Response Time Score - Region A Response Time Operations - Region B	0.00	0.00	0.00	0.00	0.00	1		
Question 5	4.00	5.00	4.00	4.00	5.00	1		
Question 6	4.00	3.50	3.50	3.50	4.00			
Question 7	4.00	4.00	4.00	4.00	4.00	l .		
Question 8	4.00	4.00	3.50	3.50	4.00	1		
Response Time Score - Region B	16.00	16.50	15.00	15.00	17.00			
Response Time Operations - Region C								
Question 5	4.00	5.00	4.00	4.00	5.00			
Question 6	4.00	3.50	3.50	3.50	4.00			
Question 7	4.00	4.00	4.00	4.00	4.00			
Question 8	4.00	4.00	3.50	3.50	4.00			
Response Time Score - Region C	16.00	16.50	15.00	15.00	17.00			
Response Time Operations - Region D	1.00	F.00	4.00	4.00	5.00			
Question 5	4.00	5.00 3.50	4.00 3.50	4.00 3.50	5.00 4.00			
Question 6 Question 7	4.00	4.00	4.00	4.00	4.00			
Question 8	4.00	4.00	3.50	3.50	4.00			
Response Time Score - Region D	16.00	16.50	15.00	15.00	17.00			
Response Time Operations - Region E	1 20.00							
Question 5	4.00	5.00	4.00	4:00	5.00			
Question 6	4.00	3,50	3.50	3.50	4:00			
Question 7	4 00	4.00	4.00	4.90	4.00			
Question 8 Response Time Score - Region E	4.00	4.00	3.50	3.50 15.00	17.00			
	10.00	1000	30.00	13.00	41.00			
Dispatch Operations - All Regions	1.00							
Question 1	4.00	4.00	4.00	4.00	5.00			
Question 2	4.00	4.00	4.00	4.00	5.00			
Question 3	3.50	4.00	3.50	4.00	4.00			
Question 4	3.50	4.00	3.50	4.00	3.50			
Dispatch Operations Base Dispatch Operations - Region A	15.00	16.00	15.00	16.00	17.50			
Question 5	- 1							
QUOOLOII J						I.		

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Question 6 0.00
Question 5 3.50 4.00 3.50 4.00
Question 6 3.50 4.00 3.50 4.00 4.00
Dispatch Operations Score - Region B 7.00 8.00 7.00 7.50 8.00
Dispatch Operations Score - Region B 7.00 8.00 7.50 8.00 Dispatch Operations - Region C 8.00 8.00 7.50 8.00
Question 5 3.50 4.00 3.50 4.00
Question 6 3.50 4.00 3.50 4.00 4.00
Dispatch Operations Score - Region C 7.00 8.00 7.00 7.50 8.00
Dispatch Operations - Region D
Question 5 3.50 4.00 3.50 3.50 4.00
Question 6 3.50 4.00 3.50 4.00 4.00 Dispatch Operations Score - Region D 7.00 8.00 7.00 7.50 8.00
Dispatch Operations Score - Region D 7.00 8.00 7.00 7.50 8.00
Question 5 3.50 4.00 3.50 3.50 4.00
Question 6 3.50 4.00 3.50 4.00 4.00
Dispatch Operations Score - Region E 7.00 8.00 7.00 7.50 8.00
Total Operations Decise A
Total Operations - Region A 48.00 55.00 48.50 53.00 55.00 Average - Operations - Region A 2.53 2.89 2.55 2.79 2.89
Total - Operations - Region A 2.53 2.89 2.55 2.79 2.89 Total - Operations - Region A 10.11 11.58 10.21 11.16 11.58
2012 2010 2012 11:30
Total Operations - Region B 71.00 79.50 70.50 75.50 80.00
Average - Operations - Region B 3.74 4.18 3.71 3.97 4.21
Total - Operations - Region B 14.95 16.74 14.84 15.89 16.84
Total Countilines Planing C
Total Operations - Region C 71.00 79.50 70.50 75.50 80.00 Average - Operations - Region C 3,74 4,18 3,71 3,97 4,21
Total - Operations - Region C 14.95 16.74 14.84 15.89 16.84
Total Operations - Region D 71.00 79.50 70.50 75.50 80.00
Average - Operations - Region D 3.74 4.18 3.71 3.97 4.21
Total - Operations - Region D 14.95 16.74 14.84 15.89 16.84
Total - Operations - Region E 71.00 79.50 70.50 75.50 80.00
Average - Operations - Region E 3.74 4.18 3.71 3.97 4.21
Total - Operations - Region E 14.95 16.74 14.84 15.89 16.84
Operations Date Management
Operations Data Management
Data Management - All Regions
Question 1 4.00 3.50 4.00 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00 Data Management - Region A
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00 Data Management - Region A Question 7 Data Management - Region B
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00 Data Management - Region A Question 7 4.00 5.00 5.00 5.00 5.00
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00 Data Management - Region A Question 7 4.00 5.00 5.00 5.00 5.00 Data Management - Region C
Data Management - All Regions Question 1 4.00 3.50 4.00 4.00 4.00 Question 2 3.50 3.50 3.50 4.00 4.00 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 4.00 3.50 4.00 4.00 Question 5 3.50 4.00 3.50 4.00 4.00 Question 6 3.50 4.00 3.50 4.00 4.00 Data Management Base 21.50 22.50 21.50 24.00 24.00 Data Management - Region A Question 7 4.00 5.00 5.00 5.00 5.00 Data Management - Region C Question 7 4.00 5.00 5.00 5.00 5.00
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions 4.00 3.50 4.00 4.00 4.00 4.00
Data Management - All Regions 4.00 3.50 4.00 4.00 4.00 4.00
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions Question 1
Data Management - All Regions
Data Management - All Regions 4.00 3.50 4.0
Data Management - All Regions
Data Management - All Regions 4.00 3.50 4.0

Average - Data Management - Region D

Total - Data Management - Region D

3.64

7.29

3.93

7.86

3.79

7.57

4.14

8.29

4.14

8.29

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

911 EMERGENCY AMBULANO		1	1	1		
Total - Data Management - Region E	25.50	27.50	26.50	29.00	29.00	
Average - Data Management - Region E Total - Data Management - Region E	3.64 7.29	3.93	3.79	4.14	4.14	
Operations Communications - All Regions	7.29	7.86	7.57	8.29	8.29	
Emergency Response Communication Systems						# Questions Weight (% 5 1
Emergency Response Communication Systems						
Question 1	4.00	5.00	4.00	5.00	5.00	
Question 2	3.50	4.00	3.50	4.00	4.00	
Question 3	4.00	5.00	4.00	5.00	5.00	
Question 4	3.50	4.00	3.50	4.00	4.00	
Question 5	3.50	3.50	3.50	3.50	3.50	
Communications Base	18.50	21.50	18.50	21.50	21.50	
Average - Communications	3.70	4.30	3.70	4.30	4.30	
Total Communications	3.70	4.30	3.70	4.30	4.30	
Operations Facilities, Supplies and Equipm		4130	3.70	4.50	4.50	# Questions Weight (%)
oporationo i admitico, cappileo ana Equipili	CITE					15 veight (%)
Facilities, Supplies and Equipment - All Regions						10 1
Question 1	3.50	4.00	3.50	4.00	4.00	
Question 2	4.00	5.00	4.00	5.00	5.00	
Question 3	3.50	4.00	3.50	4.00	4.00	
Question 4	4.00	5.00	4.00	5.00	4.00	
Question 5	4.00	5.00	4.00	5.00	5.00	
Question 6	4.00	5.00	4.00	5.00	5.00	
Question 7	4.00	4.00	3.50	4.00	4.00	
Question 8	3.50	3.50	3.50	4.00	3.50	
Question 9	3.50	4.00	3.50	4.00	3.50	
Question 10	3.50	4.00	3.50	4.00	4.00	
Question 11	3.50	4.00	3.50	3.50	3.50	
Question 12	3.50	4.00	3.50	3.50	3.50	
Question 13 activities Supplies & Equipment Base	3.50	4.00	3.50	4.00	3.50	
acilities, Supplies and Equipment - Region A	48.00	55.50	47.50	55.00	52.50	
Question 14						
Juestion 15						
acilities, Supplies and Equipment - Region B						1
Question 14	3.50	4.00	0.50	4.00	400	
Question 15	3.50 2.00	4.00	3.50	4.00	4.00	
	2.00	2.00	2.00	2.00	2.00	1
Facilities, Supplies and Equipment - Region C Question 14	3.50	4.00	3.50	4.00	4.00	
Question 15	2.00	2.00	2.00	2.00	2.00	
acilities, Supplies and Equipment - Region D	2.00	2.00	2.00	2.00	2.00	
Question 14	3.50	4.00	3.50	4.00	3.50	
Question 15	2.00	2.00	2.00	2.00	2.00	1
acilities, Supplies and Equipment - Region E	2.00	2.00	2,00	2.00	2.00	
Juestion 14	3.50	4.00	3.50	4.00	3.50	
idestion 15	2.00	2.00	2.00	2.00	2.00	
					-	
otal Facilities - Region A	48.00	55.50	47.50	55.00	52.50	
Average - Facilities - Region A	3.20	3.70	3.17	3.67	3.50	
otal - Facilities - Region A	3.20	3.70	3.17	3.67	3.50	
		2	J.=1	3.07	5.50	
otal FacIlities - Region B	53.50	61.50	53.00	61.00	58.50	
verage - Facilities - Region B	3.57	4.10	3.53	4.07	3.90	
otal - Facilities - Region B	3.57	4.10	3.53	4.07	3.90	
otal Facilities - Region C	53.50	61.50	53.00	61.00	58.50	
verage - Data Management - Region C	3.57	4.10	3.53	4.07	3.90	
otal - Facilities- Region C	3.57	4.10	3.53	4.07	3.90	
otal Facilities - Region D	53.50	61.50	53.00	61.00	58.00	
verage - Facilities - Region D	3.57	4.10	3.53	4.07	3.87	
otal - Facilities - Region D	3.57	4.10	3.53	4.07	3.87	
-						
otal - Data Management - Region E	53.50	61.50	53.00	61.00	58.00	
verage - Facilities - Region E	3.57	4.10	3.53	4.07	3.87	
otal - Facilities - Region E	3.57	4.10	3.53	4.07	3.87	
ection B - Final Region A Score						
Operations						
Data Management						
Communications Systems						
Facilities, Supplies, and Equipment	06.45	00.01	A2 ==	05.00	00.07	
OTAL REGION A	23.15	26.01	23.22	25.98	26.24	
ection B . Cinal Decian B Cook						
ection B - Final Region B Score Operations						
AMERICANIAN STATEMENT OF THE STATEMENT O	1					L
Data Management						1

911 EMERGENCY AMBULAN	CE TRANS	PORTA	TION SE	RVICES	All Sections	12
Facilities, Supplies, and Equipment TOTAL REGION B	29.50	32.99	29.65	32.55	33.33	
		-	1 2000			
ection B - Final Region C Score						
Operations Deta Management						
Data Management Communications Systems						
Facilities, Supplies, and Equipment						
OTAL REGION C	29.50	32.99	29.65	32.55	33.33	
ction B - Final Region D Score						
Operations						
Data Management					1 2 1	
Communications Systems						
Facilities, Supplies, and Equipment TAL REGION D	29.50	32.99	29.65	32.55	33.29	
	20,00		20100	OM.IOO	50.20	
finn B - Final Region E Score						
	-		10.71		-	
AL REGION E	29.50	32.39	29.65	32.55	33.29	
tion C - Clinical and Personnel						
dian C. Oliniaal						
ction C - Clinical						# Questions Weight (%)
ellan 1	3.50	0.50	0.50	0.50	4.00	22 2
estion 1	3.50	3.50	3.50	3.50	4.00	
estion 2	3.50	4.00	3.50	3.50	4.00	
estion 3	4.00	5.00	4.00	5.00	5.00	
stion 4	3.50	3.50	3.50	4.00	3.50	
stion 5	3.50	3.50	3.50	4.00	3.50	
stion 6	3.50	4.00	3.50	4.00	4.00	
stion 7	4.00	4.00	3.50	4.00	4.00	
stion 8	4.00	4.00	4.00	5.00	5.00	
estion 9	4.00	5.00	4.00	5.00	5.00	
stion 10	3.50	4.00	4.00	4.00	3.50	
estion 11	4.00	5.00	4.00	4.00	5.00	I
stion 12	3.50	4.00	3.50	4.00	3.50	
estion 13	3.50	4.00	3.50	4.00	4.00	
stion 14	3.50	4.00	3.50	3.50	3.50	
stion 15	3.50	3.50	3.50	3.50	3.50	
stion 16	3.50	3.50	3.50	4.00	4.00	
stion 17	3.50	3.50	3.50	4.00	3.50	
stion 18	3.50	4.00	3.50	4.00	4.00	
estion 19	3.50	3.50	3.50	3.50	4.00	
stion 20	3.50	4.00	3.50	4.00	4.00	
estion 21	4.00	4.00	4.00	5.00	4.00	
estion 22	3.50	4.00	3.50	4.00	4.00	
ical Average	80.00	87.50	80.00	89.50	88.50	
ical Average al	3.64	3.98	3.64	4.07	4.02	
ai ction C - Personnel	7.27	7.95	7.27	8.14	8.05	# Outsettens White (9)
don 6 - rersonner						# Questions Weight (%) 6 2
sonnel - Region A						- Z
estion 23						
stion 24						
stion 25						
stion 26						
ation 27						
onnel Total	0.00	0.00	0.00	0.00	0.00	
nnel Average	0.00	0.00	0.00	0.00	0.00	
Tillel Avelage	0.00	0.00	0.00	0.00	0.00	
onnel - Region B	0.00	0.00	0.00	0.00	0.00	
tion 23	3.50	4.00	3.50	4.00	4.00	
stion 24	3.50	3.50	3.50	4.00	4.00	
stion 25	4.00	5.00	4.00	5.00	5.00	
estion 26	3.50	3.50	3.50	3.50	3.50	
estion 27	3.50	4.00	3.50	4.00	4.00	
estion 28 rsonnel Total	3.50 21.50	3.50	3.50	4.00	4.00 24.50	
sonnel Total		23.50	21.50	24.50		
onner Average	3.58	3.92	3.58 7.17	4.08 8.17	4.08 8.17	
	7 47					1
	7.17	7.83	7.17	0.17	0.17	
onnel - Region C	3.50	4.00	3.50	4.00	4.00	

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

911 EMERGENCY AMBULAN						40an	
Question 24	3.50	3.50	3.50	4.00	4.00		
Question 25 Question 26	4.00 3.50	5.00 3.50	4.00 3.50	5.00 3.50	5.00 3.50	[]	
Question 27	3.50	4.00	3.50	4.00	4.00		
Question 28	3.50	3.50	3.50	4.00	4.00		
Personnel Total	21.50	23.50	21.50	24.50	24.50		
Personnel Average	3.58	3.92	3.58	4.08	4.08		
Total	7.17	7.83	7.17	8.17	8.17		
Personnel - Region D							
Question 23	3.50	4.00	3.50	4.00	4.00		
Question 24	3.50	3.50	3.50	4.00	4.00		
Question 25	4.00	5.00	4.00	5.00	5.00		
Question 26 Question 27	3.50 3.50	3.50 4.00	3.50	3.50 4.00	3.50 4.00		
Question 28	3.50	3.50	3.50	4.00	4.00		
Personnel Total	21.50	23.50	21.50	24.50	24.50		
Personnel Average	3.58	3.92	3.58	4.08	4.08		
Total	7.17	7.83	7.17	8.17	8.17		
Personnel - Region E							
Question 23	3.50	4.00	3.50	4.00	4.00		
Question 24	3.50	3,50	3.50	4:00	4.00		
Juestion 25	4:00	5.00	4:00	5.00	5.00		
Duestion 26 Duestion 27	3.50 3.50	3.50 4.00	3.50	3.50 4.00	3:50 4:00		
Juestion 26	3.50	3.50	3.50	4.00	4.00		
Personnel Total	21.50	23.50	21.50	24.50	24.50		
Personnel Average	3.58	3.92	3.58	4.08	4.08		
otal	7.17	7.83	7.17	8.17	8.17		
					3.23	3	
Region A							
otal Clinical	7.27	7.95	7.27	8.14	8.05		
otal Personnel	0.00	0.00	0.00	0.00	0.00		
section C Final Score	7.27	7.95	7.27	8.14	8.05		
Region B							
Total Clinical	7.27	7.95	7.27	8.14	8.05		
otal Personnel	7.17	7.83	7.17	8.17	8.17		
Section C Final Score	14.44	15.79	14.44	16.30	16.21		
						"	
Region C							
Total Clinical	7.27	7.95	7.27	8.14	8.05		
otal Personnel	7.17	7.83	7.17	8.17	8.17		
Section C Final Score	14.44	15.79	14.44	16.30	16.21		
				-			
Region D							
Total Clinical	7.27	7.95	7.27	8.14	8.05		
Total Personnel	7.17	7.83	7.17	8.17	8.17		
Section C Final Score	14.44	15.79	14.44	16.30	16.21		
Region E							
otal Clinical	7.27	7.95	7,27	8.14	8.05		
PORTOR PRODUCT CONTRACTOR		100000000000000000000000000000000000000	7.17	8.17	8.17		1
otal Personnel	7.17	7.83	(80,807)	Market.	WS ALF		ı
	1000000	7.83	14.44	16.30	16.21		
	7.17						
	7.17						
section C Final Score	7.17					#Ougstone Walekt (V)	Section E Max
action C Final Score	7.17					#Questions Weight (%)	Score/Region
Section D - Management	7.17	15.79	14,44	10.30	16.21	#Questions Weight (%)	
section D - Management	7.17	5.00	4.00	5.00	4.00		Score/Region
Section D - Management suestion 1	4.00	5.00 3.50	4.00	5.00 3.50	4.00		Score/Region
Section D - Management suestion 1 suestion 2 suestion 3	4.00 3.50 3.50	5.00 3.50 4.00	4.00 3.50 3.50	5.00 3.50 4.00	4.00 4.00 3.50		Score/Region
Section D - Management Ruestion 1 Ruestion 2 Ruestion 3 Ruestion 4	4.00 3.50 3.50 3.50	5.00 3.50 4.00 4.00	4.00 3.50 3.50 3.50	5.00 3.50 4.00 4.00	4.00 4.00 3.50 4.00		Score/Region
Section D - Management Ruestion 1 Ruestion 2 Ruestion 3 Ruestion 4 Ruestion 5	4.00 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00	4.00 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00	4.00 4.00 3.50 4.00 3.50		Score/Region
Section D - Management Supertion 1 Supertion 2 Supertion 3 Supertion 4 Supertion 5 Supertion 6	4.00 3.50 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00	4.00 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00	4.00 4.00 3.50 4.00 3.50 4.00		Score/Region
Section D - Management Superior 1 Superior 2 Superior 3 Superior 4 Superior 5 Superior 6 Superior 7	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00	4.00 3.50 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00	4.00 4.00 3.50 4.00 3.50 4.00 4.00		Score/Region
Section D - Management Suestion 1 Suestion 2 Suestion 3 Suestion 4 Suestion 5 Suestion 6 Suestion 7 Suestion 8	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00		Score/Region
Section D - Management suestion 1 suestion 2 suestion 3 suestion 4 suestion 6 suestion 6 suestion 7 suestion 8 otal Score	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 28.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00		Score/Region
Section D - Management Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Question 7 Question 7 Question 8 oral Score questore Score	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88		Score/Region
Section D - Management Ruestion 1 Ruestion 2 Ruestion 3 Ruestion 4 Ruestion 5 Ruestion 6 Ruestion 7 Ruestion 7 Ruestion 8 Otal Score Verage Score	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 28.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00		Score/Region
Section D - Management Suestion 1 Suestion 2 Suestion 3 Suestion 4 Suestion 5 Suestion 6 Suestion 7 Suestion 8 otal Score Verage Score Inal Score	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88	# Questions Weight (%)	Section F Max Score/Region
Section D - Management Suestion 1 Suestion 2 Suestion 3 Suestion 4 Suestion 6 Suestion 6 Suestion 7 Suestion 7 Suestion 8 Social Score Everage Score Section E - EMS System and Community	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50	8 4	Score/Region 20.00
Section D - Management Ruestion 1 Ruestion 2 Ruestion 3 Ruestion 4 Ruestion 5 Ruestion 6 Ruestion 7 Ruestion 7 Ruestion 8 Ruestion 8 Ruestion 8 Ruestion 8 Ruestion 9 Ruestion 8 Ruestion 9 Ruestion 9 Ruestion 9 Ruestion 1	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06 16.25	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50	# Questions Weight (%)	Section F Max Score/Region
Section D - Management Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Question 7 Question 8 Question 1 Question 1 Question 1	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 28.50 3.56 14.25	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06 16.25	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 28.50 3.56 14.25	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.06 16.25	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50	# Questions Weight (%)	Section F Max Score/Region
Section D - Management Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Question 7 Question 8 Question 8 Question 8 Question 8 Question E - EMS System and Community Question 1 Question 1 Question 2 Question 2 Question 3	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06 16.25	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50	# Questions Weight (%)	Section F Max Score/Region
Section D - Management Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Question 7 Question 8 Question 1 Question 1 Question 1 Question 2 Question 2 Question 3 Question 3 Question 4	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 4.00 3.50 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.06 16.25 4.06 16.25	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 4.00 3.50 4.00 3.50	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06 16.25	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50 3.50 5.00 3.50	# Questions Weight (%)	Section F Max Score/Region
Gection D - Management Question 1 Question 2 Question 3 Question 3 Question 5 Question 6 Question 7 Question 8 Fotal Score Exercise E - EMS System and Community Question 1 Question 2 Question 3 Question 2 Question 3 Question 3 Question 3 Question 3 Question 3 Question 3 Question 4 Question 5 Question 5 Question 5 Question 5 Question 6	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 4.00 4	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	5.00 3.50 4.00 4.00 4.00 4.00 4.00 4.00 32.50 4.06 16.25	4.00 4.00 3.50 4.00 3.50 4.00 4.00 4.00 31.00 3.88 15.50	# Questions Weight (%)	Section F Max Score/Region

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Question 7	4.00	4.00	3.50	3.50	4.00
Question 8	4.00	5.00	4.00	4.00	5.00
Question 9	4.00	3.50	3.50	4.00	4.00
Question 10	4.00	5.00	4.00	5.00	4.00
Question 11	3.50	3.50	3.50	4.00	4.00
Total Score	41.50	46.50	40.50	45.00	45.50
Average Score	3.77	4.23	3.68	4.09	4.14
Final Score	7.55	8.45	7.36	8.18	8.27

Section F - Functional Responsibility						#Questions Weight (%)	Section F Max Score/Region 5.00
Functional Responsibility - Region A							0.00
Question 1							
Average Score	0.00	0.00	0.00	0.00	0.00		
Final Score	0.00	0.00	0.00	0.00	0.00		
Functional Responsibility - Region B							
Question 1	3.50	4.00	3.50	3.50	3.50		
Average Score	3.50	4.00	3.50	3.50	3.50		
Final Score	3,50	4.00	3,50	3,50	3,50		
Functional Responsibility - Region C							
Question 1	3.50	4.00	3.50	3.50	4.00		
Average Score	3.50	4.00	3.50	3.50	4.00		
Final Score	3,50	4.00	3,50	3,50	4.00		
Functional Responsibility - Region D							
Question 7	3.50	4.00	3.50	3.50	4.00		
Average Score	3.50	4.00	3.50	3.50	4.00		
Final Score	3.50	4.00	3.50	3.50	4.00		
Functional Responsibility - Region E							
Question 1	3.50	4.00	3.50	3.50	4.00		
Average Score	3.50	4.00	3.50	3.50	4.00		
Final Score	2.50	4.00	3.80	3.50	4.50		

Maximum Score Possible = 100.00

Total Region A Score -	N/A	N/A	N/A	N/A	N/A
Average Score Region A	0.00				
FINAL TOTAL SCORE REGION A	0.00				
Total Score Region B -	72.93	81.69	72.90	80.98	81.21
Average Score Region B	77.94				-
FINAL TOTAL SCORE REGION B	389.72				
Total Score Region C -	72.93	81.69	72.90	80.98	81.71
Average Score Region C	78.04			-	
FINAL TOTAL SCORE REGION C	390.22				
Total Score Region D -	72.93	81.69	72.90	80.98	81.68
Average Score Region D	78.04				
FINAL TOTAL SCORE REGION D	390.18				
Total Score Region E-	72.93	81.69	72.90	80.98	81.68
Average Score Region E	78.04			•	-
FINAL TOTAL SCORE REGION E	390.18				

EVALUATION PANEL SCORING SUMMARY RFP # CS18-1276217-DB 911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Bidder: # 2 Doctor's Ambulance, Inc.

	E1	E2	E3	E4	E5				
Section A - Experience and Qualifications						# Questions	Weight (%)	Evaluator Max Score/Region	
Question 1	3.50	3.50	3.50	3.50	3.50				0.00
Question 2	3.50	2.00	3.50	3.50	3.50				
Question 3	3.50	3.50	3.50	4.00	3.50				
Question 4	3.50	4.00	3.50	4.00	4.00				
Question 5	3.50	3.50	3.50	4.00	3.50				
Total Score	17.50	16.50	17.50	19.00	18.00	1			
Average Score Final Score	3.50 3.50	3.30 3.30	3.50 3.50	3.80	3.60 3.60				
Section B - Operations									Section B Max
Operations			_			# Questions	Weight (%)		Score/Region 40.00
Continuous Quality Improvement - All Regions						# Questions	vveignt (%)		
Question 1	3.50	4.00	2 50	1 400	1 400				
Question 2	3.50	3.50	3.50	4.00	4.00				
Question 3	3.50	2.00	2.00	4.00 3.50	4.00	1			
Question 4	3.50	3.50	3.50	3.50	2.00				
Question 5	4.00	4.00	3.50	4.00	3.50 4.00				
ontinuous Quality Improvement Base	18.00	17.00	16.00	19.00	17.50				
esponse Time Operations - All Regions			20.00	13.00	17.30				
Question 1	3.50	4.00	3.50	2.50	1.00	1			
luestion 2	3.50	3.50	3.50	3.50	4.00	1			
duestion 3	3.50	4.00		3.50	3.50				
uestion 4	3.50		3.50	4.00	3.50				
esponse Time Operations Base	4	3.50	3.50	4.00	4.00	1			
esponse Time Operations - Region A	14.00	15.00	14.00	15.00	15.00				
uestion 5						1			
uestion 6									
ruestion 7									
uestion 8	0.00					1			
esponse Time Score - Region A	0.00	0.00	0.00	0.00	0.00				
esponse Time Operations - Region B			r	r					
uestion 6									
uestion 7						1			
uestion 8						1			
esponse Time Score - Region B	0.00	0.00	0.00			l			
esponse Time Score - Region B esponse Time Operations - Region C	0.00	0.00	0.00	0.00	0.00				
uestion 5	3.50	4.00	2.50	2.50	0.50	l			
uestion 6	3.50	4.00	3.50	3.50	3.50	I			
uestion 7	3.50	4.00	3.50	4.00	3.50	1			
4 4		4.00	3.50	4.00	4.00				
uestion 8 esponse Time Score - Region C	3.50	3.50	3.50	4.00	4.00				
esponse Time Operations - Region D	14.00	15.50	14.00	15.50	15.00	l			
uestion 5	3.50	4.00	3.50	2.50	0.50				
uestion 6	3.50	4.00 4.00	3.50	3.50 4.00	3.50 3.50				
uestion 7	3.50	4.00	3.50	4.00	4.00				
uestion 8	3.50	3.50	3.50	4.00	4.00				
esponse Time Score - Region D	14.00	15.50	14.00	15.50	15.00				
esponse Time Operations - Region E						/			
uestion 6	3.50	4.00	3.50	3.50	3.50				
pession 7	3.50	4.00	3.50	4.00	3.50				
pestion 8	3,50 3,50		3.50	4.00	4.00				
isponse Time Score - Region E	14.00	3.50 15.50	3.50 14.00	4.00 15.50	4.00 15.00				
spatch Operations - All Regions									
uestion 1	4.00	5.00	4.00	5.00	4.00				
uestion 2	3.50	4.00	3.50	4.00	3.50				
uestion 3	3.50	3.50	3.50	3.50	3.50				
uestion 4	3.50	4.00	3.50	4.00	4.00				
spatch Operations Base	14.50	16.50	14.50	16.50	15.00				
spatch Operations - Region A									
uestion 5									

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

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Question 6					
Dispatch Operations Score - Region A	0.00	0.00	0.00	0.00	0.00
Dispatch Operations - Region B			7		
Question 5					
Question 6					
Dispatch Operations Score - Region B	0.00	0.00	0.00	0.00	0.00
Dispatch Operations - Region C					
Question 5	3.50	3.50	3.50	3.50	3.50
Question 6	3.50	3.50	3.50	4.00	4.00
Dispatch Operations Score - Region C	7.00	7.00	7.00	7.50	7.50
Dispatch Operations - Region D					
Question 5	3.50	3.50	3.50	3.50	3.50
Question 6	3.50	3.50	3.50	4.00	4.00
Dispatch Operations Score - Region D	7.00	7.00	7.00	7.50	7.50
Dispatch Operations - Region E					
Question 5	3.50	3.50	3.50	3.50	3.50
Question 6	3.50	3.50	3.50	4.00	4.00
Dispatch Operations Score - Region E	7.00	7.00	7.00	7.50	7.50
Total Operations - Region A	46.50	48.50	44.50	50.50	47.50
Average - Operations - Region A	2.45	2.55	2.34	2.66	2.50
Total - Operations - Region A	9.79	10.21	9.37	10.63	10.00
<u></u>					
Total Operations - Region B	46.50	48.50	44.50	50.50	47.50
Average - Operations - Region B					
	2.45	2.55	2.34	2.66	2.50
Total - Operations - Region B	2.45 9.79	2.55 10.21	2.34 9.37	2.66 10.63	2.50 10.00
	9.79	10.21	9.37	10.63	10.00
Total Operations - Region C	9.79 67.50	71.00	9.37 65.50	10.63 73.50	10.00 70.00
Total Operations - Region C Average - Operations - Region C	9.79 67.50 3.55	71.00 3.74	9.37 65.50 3.45	73.50 3.87	70.00 3.68
Total Operations - Region C	9.79 67.50	71.00	9.37 65.50	10.63 73.50	10.00 70.00
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C	9.79 67.50 3.55 14.21	71.00 3.74 14.95	9.37 65.50 3.45 13.79	73.50 3.87 15.47	70.00 3.68 14.74
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C Total Operations - Region D	9.79 67.50 3.55 14.21	71.00 3.74 14.95	9.37 65.50 3.45 13.79 65.50	10.63 73.50 3.87 15.47	70.00 3.68 14.74
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C Total Operations - Region D Average - Operations - Region D	9.79 67.50 3.55 14.21 67.50 3.55	71.00 3.74 14.95 71.00 3.74	9.37 65.50 3.45 13.79 65.50 3.45	73.50 3.87 15.47 73.50 3.87	70.00 3.68 14.74 70.00 3.68
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C Total Operations - Region D	9.79 67.50 3.55 14.21	71.00 3.74 14.95	9.37 65.50 3.45 13.79 65.50	10.63 73.50 3.87 15.47	70.00 3.68 14.74 70.00 3.68
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C Total Operations - Region D Average - Operations - Region D Total - Operations - Region D	9.79 67.50 3.55 14.21 67.50 3.55	71.00 3.74 14.95 71.00 3.74	9.37 65.50 3.45 13.79 65.50 3.45	73.50 3.87 15.47 73.50 3.87	70.00 3.68 14.74
Total Operations - Region C Average - Operations - Region C Total - Operations - Region C Total Operations - Region D Average - Operations - Region D Total - Operations - Region D	9.79 67.50 3.55 14.21 67.50 3.55 14.21	71.00 3.74 14.95 71.00 3.74 14.95	9.37 65.50 3.45 13.79 65.50 3.45 13.79	73.50 3.87 15.47 73.50 3.87 15.47	70.00 3.68 14.74 70.00 3.68 14.74

Data Management - All Regions					
Question 1	4.00	4.00	3.50	4.00	3.50
Question 2	3.50	4.00	3.50	3.50	3.50
Question 3	3.50	4.00	3.50	3.50	4.00
Question 4	3.50	3.50	3.50	3.50	3.50
Question 5	3.50	3.50	3.50	3.50	3.50
Question 6	3.50	3.50	3.50	3.50	3.50
Data Management Base	21.50	22.50	21.00	21.50	21.50
Data Management - Region A					
Question 7					
Data Management - Region B					
Question 7					
Data Management - Region C					
Question 7	3.50	3.50	3.50	3.50	3.50
Data Management - Region D					
Question 7	3.50	3.50	3.50	3.50	3.50
Data Management - Region E					
Question 7	3.50	3.50	3.50	3.50	3.50
Total Data Management - Region A	21.50	22.50	21.00	21.50	21,50
Average - Data Management - Region A	3.07	3.21	3.00	3.07	3.07
Total - Data Management - Region A	6.14	6.43	6.00	6.14	6.14
Total Data Management - Region B	21.50	22.50	21.00	21.50	21.50
Average - Data Management - Region B	3.07	3.21	3.00	3.07	3.07
Total - Data Management - Region B	6.14	6.43	6.00	6.14	6.14

25.00

3.57

7.14

25.00

3.57

7.14

26.00

3.71

7.43

26.00

3.71

7.43

24.50

3.50

7.00

24.50

3.50

7.00

25.00

3.57

7.14

25.00

3.57

7.14

25.00

3.57

7.14

25.00

3.57

7.14

Questions Weight (%) 7 2

2 of 6

Total Data Management - Region C

Total - Data Management - Region C

Total Operations - Region D

Average - Data Management - Region C

Average - Data Management - Region D

Total - Data Management - Region D

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

911 EMERGENCY AMBULAN	P*************************************	,	TION SE	RVICES		
Total - Data Management - Region E	25.00	26.00	24.50	25.00	25.00	
Average - Data Management - Region E Total - Data Management - Region E	3.57	3.71	3.50	3.57	3.57	
Operations Communications - All Regions	7.14	7.43	7.00	7.14	7.14	
Emergency Response Communication Systems	·					# Questions Weight (%) 5 1
Emergency Response Communication Systems						5 1
Question 1	4.00	3.50	3.50	3.50	3.50	
Question 2	3.50	3.50	3.50	3.50	3.50	
Question 3	4.00	4.00	3.50	3.50	3.50	
Question 4	4.00	4.00	3.50	4.00	3.50	
Question 5	3.50	3.50	3.50	3.50	3.50	
Communications Base	19.00	18.50	17.50	18.00	17.50	
Average - Communications	3.80	3.70	3.50	3.60	3.50	NI
Total Communications	3.80	3.70	3.50	3.60	3.50	
Operations Facilities, Supplies and Equipn	nent					#Questions Weight (%)
						15 1
Facilities, Supplies and Equipment - All Regions						
Question 1	3.50	4.00	3.50	4.00	4.00	
Question 2	3.50	4.00	3.50	4.00	3.50	
Question 3	3.50	4.00	3.50	4.00	4.00	
Question 4	3.50	3.50	3.50	3.50	4.00	
Question 5	3.50	4.00	3.50	4.00	3.50	
Question 6 Question 7	3.50 3.50	3.50	3.50	3.50	2.00	
Question 8	3.50	4.00	3.50	3.50 3.50	4.00 3.50	
Question 9	3.50	3.50	3.50	3.50	3.50	
Question 10	3.50	3.50	3.50	3.50	4.00	
Question 11	3.50	4.00	3.50	3.50	4.00	
Question 12	3.50	3.50	3.50	4.00	4.00	
Question 13 Facilities Supplies & Equipment Base	3.50	3.50	3.50	3.50	3.50	
Facilities, Supplies and Equipment - Region A	45.50	49.00	45.50	48.00	47.50	
Question 14						
Question 15						
acilities, Supplies and Equipment - Region B			-		-	
Question 14						
Question 15						
acilities, Supplies and Equipment - Region C						
Question 14	3.50	4.00	3.50	4.00	3.50	
Question 15	3.50	4.00	3.50	4.00	4.00	
Facilities, Supplies and Equipment - Region D						
Question 14	3.50	4.00	3.50	4.00	3.50	
Question 15	3.50	4.00	3.50	4.00	4.00	
Facilities, Supplies and Equipment - Region E Diestion 14	1 0.00	4.00	200	- 66		
hestion 15	3.50	4.00	3.50	4.00	3.50	
AMDRICUIT, FO	3.30	4.00	3.50	4.00	4:00	
otal Facilities - Region A	45.50	49.00	45.50	48.00	47.50	
Average - Facilities - Region A	3.03	3.27	3.03	3.20	3.17	
otal - Facilities - Region A	3.03	3.27	3.03	3.20	3.17	
~ g ·~····	5.35	3.27	2.03	3.20	J.17	
otal Facilities - Region B	45.50	49.00	45.50	48.00	47.50	
verage - Facilities - Region B	3.03	3.27	3.03	3.20	3.17	
otal - Facilities - Region B	3.03	3.27	3.03	3.20	3.17	
otal Facilities - Region C	52.50	57.00	52.50	56.00	55.00	
verage - Data Management - Region C	3.50	3.80	3.50	3.73	3.67	
otal - Facilitles- Region C	3.50	3.80	3.50	3.73	3.67	
otal Equilities Basina D	F0 F0					
otal Facilities - Region D	52.50	57.00	52.50	56.00	55.00	
verage - Facilities - Region D	3.50	3.80	3.50	3.73	3.67	
otal - Facilities - Region D	3.50	3.80	3.50	3.73	3.67	
otal - Data Management - Region E	E2 E0	57 00 T	E2 E4	EP 00	EF OC	
verage - Facilities - Region E	52.50	57.00	52.50	56.00	55.00	
otal - Facilities - Region E	3.50 3.50	3.80	3.50	3.73	3.67	
commen region E	3.30	3.80	3.50	3.73	3.67	
ection B - Final Region A Score						
Operations				1		
Data Management			13.0			
Communications Systems						
Facilities, Supplies, and Equipment						
OTAL REGION A	22.77	23.61	21.90	23.57	22.81	
ection R. Final Dagian D.S.						
ection B - Final Region B Score Operations	T T					
Data Management						
Communications Systems						
	.03					

911 EMERGENCY AMBULA	NCE TRANS	PORTA	TION SE	RVICES				
Facilities, Supplies, and Equipment TOTAL REGION B	22.77	23.61	21.90	23.57	22.81			
Section B - Final Region C Score								
Operations		1	1					
Data Management								
Communications Systems						1		
Facilities, Supplies, and Equipment	20.65	20.00	07.70	00.05	00.05			
TOTAL REGION C	28.65	29.88	27.79	29.95	29.05			
Section B - Final Region D Score								
Operations								
Data Management		1 1 4 4						
Communications Systems Facilities, Supplies, and Equipment								
TOTAL REGION D	28.65	29.88	27.79	29.95	29.05			
Section B - Final Region II. Score	_					1		
Operations Data Management								
Communications Systems								
Fatilities, Supplies, and Equipment								
TOTAL REGION E	28.85	29.88	27,79	29.86	79.06			
-						-		
								Section C Ma
Section C - Clinical and Personnel								Score/Regio
Section C. Clinical								20.00
Section C - Clinical						# Questions		
Question 1	3.50	3.50	3.50	4.00	3.50	22	2	
Question 2	4.00	3.50	3.50	3.50	3.50			
Question 3	4.00	3.50	3.50	3.50	4.00	1		
Question 4	2.00	2.00	2.00	2.00	2.00			
Question 5	2.00	2.00	2.00	2.00	2.00			
Question 6	3.50	3.50	3.50	4.00	4.00			
Question 7	4.00	4.00	3.50	3.50	4.00			
Question 8	4.00	4.00	3.50	4.00	3.50			
Question 9	3.50	4.00	3.50	4.00	3.50			
Question 10 Question 11	3.50	3.50	2.00	3.50	2.00			
Question 12	3.50 3.50	3.50 3.50	4.00 3.50	3.50 3.50	3.50 3.50			
Question 13	4.00	3.50	3.50	3.50	3.50			
Question 14	4.00	3.50	3.50	3.50	3.50			
Question 15	3.50	3.50	3.50	3.50	3.50			
Question 16	3.50	3.50	3.50	3.50	3.50			
Question 17	3.50	3.50	3.50	3.50	2.00			
Question 18	3.50	3.50	3.50	3.50	3.50			
Question 19	3.50	3.50	3.50	3.50	3.50			
Question 20 Question 21	3.50	3.50 3.50	3.50 3.50	3.50 3.50	4.00 3.50			
Question 22	3.50	3.50	3.50	3.50	3.50			
Clinical	77.00	75.50	73.00	76.00	73.00			
Clinical Average	3.50	3.43	3.32	3.45	3.32			
Total	7.00	6.86	6.64	6.91	6.64			
Section C - Personnel						# Questions		
Personnel - Region A		_				6	2	
Question 23								
Question 24								
Question 25 Question 26								
Question 26 Question 27								
Question 28								
Personnel Total	0.00	0.00	0.00	0.00	0.00			
Personnel Average	0.00	0.00	0.00	0.00	0.00			
Total Personnel - Region B	0.00	0.00	0.00	0.00	0.00			
Question 23		9 Z						
Question 24								
Question 25								
Question 26 Question 27								
Question 28								
Personnel Total	0.00	0.00	0.00	0.00	0.00			
Personnel Average	0.00	0.00	0.00	0.00	0.00			
Total	0.00	0.00	0.00	0.00	0.00			
Personnel - Region C								
Question 23	2.00	2.00	2.00	2.00	2.00	1		

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Contention 26 3.50 3.5				4						911 EMERGENCY AMBULANCE
Countion 26					2.00	2.00	2.00	2.00	2.00	
Question 27										
Cuestion 28										
Personnel Total										estion 28
Total Personnel - Region D Question 23				1						
Personnel - Region D					3.00				-	
Question 23					6.00	6.00	6.00	6.00	6.00	
Question 24				1						
Question 25										
Question 26										
Question 27										
Question 28										
Personnel Total										
Total										ersonnel Total
Personnel					3.00	3.00	3.00	3.00	3.00	rsonnel Average
2					6.00	6.00	6.00	6.00	6.00	tal
Question 24										rsannel - Region E
Question 25							2.00			
Camelion 28										
Caustion 27										
Classico 28										
Personnel Total										
Personnel Average 3.0.0 3.0.0 3.0.0 3.0.0 3.0.0 Total Color Color				1						
Total										
Region A Total Clinical Total Personnel Co.00									-	
Total Personnel Section D - Management Total Personnel Section D - Management Section D - Management Section D - Management Total Personnel Section D - Management Sectio						3.44	3.00	3.00		
Total Personnel Comparison C Final Score Total Clinical Total Personnel Comparison C Final Score Total Personnel Comparison C Fi										gion A
Total Personnel Region D Total Clinical Total Clinical Total Personnel Region D Total Clinical Total Clinical Total Clinical Total Personnel Region D Total Clinical Total Clinical Total Clinical Total Clinical Total Clinical Total Personnel Region D Total Clinical Total Personnel Region D Total Personnel Region E Total Clinical Region B Total Personnel Region B R					6.64	6.91	6.64	6.86	7.00	
Region B									0.00	tal Personnel
Region B Total Clinical Total Personnel Region D Total Clinical Total Personnel Region C Total Clinical Total Personnel Region E Total Clinical Total Clinic										ction C Final Score
Total Clinical 7,00 6.86 6.64 6.91 6.64 70tal Personnel 8,00 0.00 0.00 0.00 0.00 0.00 0.00 0.00										
Total Clinical 7.00 6.86 6.64 6.91 6.64 70tal Personnel 8.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0										gion B
Color Colo					6.64	6.91	6.64	6.86	7.00	-
Region C Total Clinical Total Personnel Section C Final Score Total Personnel Total Personnel Section C Final Score Total Personnel										
Region C Total Clinical Total Personnel Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region D Total Clinical Total Personnel Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region D Total Clinical Total Personnel Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region E Total Personnel Section D - Management #Question B Total Personnel Section D - Management #Question 1 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50										ction C Final Score
Total Clinical 7.00 6.86 6.64 6.91 6.64 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						3100	3.44	3.00		
Total Clinical 7.00 6.86 6.64 6.91 6.64 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				1						gion C
Total Personnel 6.00 6.00 6.00 6.00 6.00 Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region D Total Clinical 7.00 6.86 6.64 6.91 6.64 Total Personnel 6.00 6.00 6.00 6.00 6.00 Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region E Total Clinical 7.00 6.86 6.64 6.91 6.64 Total Personnel 8.86 12.64 12.91 12.64 Region E Total Clinical 7.00 6.86 6.90 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00				I	6,64	6.91	6.64	6.86	7.00	
Section C Final Score 13.00 12.86 12.64 12.91 12.64										
Region D Total Clinical Total Personnel 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.0				1						ction C Final Score
Total Clinical Total Personnel 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.0				l						
Total Clinical Total Personnel 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.0				I					The state of	gion D
Total Personnel 6.00 6.00 6.00 6.00 6.00 6.00 Section C Final Score 13.00 12.86 12.64 12.91 12.64 Region E				I	6.64	6.91	6.64	6.86	7.00	
Section C Final Score 13.00 12.86 12.64 12.91 12.64				l l				404		
Region E										ction C Final Score
Total Clinical Total Personnel										
Total Clinical Total Personnel Total Score Total S										gion E
Company Comp					6.64	6.91	5.64	5,86	7.00	
Company Comp					The second second		1772			
Comparison Com										
Section D - Management # Questions & # Questions & # Questions & # Question \$ 8 # Question \$ 3.50 # Question \$ 3.50 # Question \$ 3.50 # Question \$ 3.50 # Question \$ 8 # Question \$ 3.50 # Question \$ 8 # Question \$ 8 # Question \$ 3.50						20.00	12.00		44-90	
Section D - Management # Questions 8 # Questions 8 4 Question 1 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 4.00 4.00 4.00 4.00 4.00 3.50	Max Section E M	Evaluator Max								
Question 1 3.50 3.50 3.50 4.00 3.50 Question 2 3.50 3.50 3.50 3.50 3.50 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 3.50 3.50 4.00 4.00 Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 3.50 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69	gion Score/Regi	Score/Region	Weight (%)	# Questions						ction D - Management
Question 2 3.50 3.50 3.50 3.50 Question 3 3.50 3.50 3.50 4.00 4.00 Question 4 3.50 3.50 3.50 4.00 4.00 Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69			4	8						
Question 3 3.50 3.50 4.00 4.00 Question 4 3.50 3.50 3.50 4.00 4.00 Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69	V-=				3.50	4.00	3.50			- Control of the Cont
Question 4 3.50 3.50 4.00 4.00 Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69					3.50	3.50	3.50	3.50	3.50	estion 2
Question 4 3.50 3.50 4.00 4.00 Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69					4.00	4.00	3.50	3.50	3.50	estion 3
Question 5 3.50 3.50 3.50 4.00 3.50 Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69									3.50	estion 4
Question 6 3.50 3.50 3.50 4.00 3.50 Question 7 3.50 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69										
Question 7 3.50 3.50 3.50 3.50 Question 8 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69										MANUFACTURE CONTRACTOR
Question 8 3.50 3.50 3.50 4.00 Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.81 3.69										
Total Score 28.00 28.00 28.00 30.50 29.50 Average Score 3.50 3.50 3.50 3.60									-	
Average Score 3.50 3.50 3.50 3.69								28.00	28.00	in the last terminal and the last terminal and the last terminal and t
										erage Score
Final Score 14.00 14.00 15.25 14.75										
Evaluator Max \$	Max Section F M		Weight (%)	# Questions					•	ction E - EMS System and Community
11 2	J Cooler logi	- 20.07. togion								
Question 1 3.50 3.50 3.50 2.00					2.00	3,50	3.50	3.50	3.50	estion 1
Question 2 3.50 3.50 3.50 3.50 3.50										
Question 3 3.50 3.50 3.50 3.50 3.50 Question 3 3.50 3.50 3.50										
Question 4 3.50 3.50 3.50 3.50 3.50									$\overline{}$	
Question 5 3.50 3.50 3.50 3.50 3.50 Question 5										
Question 6 3.50 4.00 3.50 4.00 4.00 Question 6										
1 0.00 7.00 7.00 7.00					7.00	7.00	3.00		J.00	

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Question 7	3.50	3.50	3.50	3.50	2.00
Question 8	2.00	2.00	2.00	2.00	1.00
Question 9	2.00	2.00	2.00	2.00	1.00
Question 10	2.00	2.00	2.00	2.00	2.00
Question 11	2.00	2.00	2.00	2.00	2.00
Total Score	32.50	33.50	32.50	34.00	28.50
Average Score	2.95	3.05	2.95	3.09	2.59
Final Score	5.91	6.09	5.91	6.18	5.18

Section F - Functional Responsibility						# Questions	Weight (%)	Evaluator Max Score/Region	
Functional Responsibility - Region A		100				1			
Question 1									
Average Score	0.00	0.00	0.00	0.00	0.00				
Final Score	0.00	0.00	0.00	0.00	0.00				
Functional Responsibility - Region B									
Question 1									
Average Score	0.00	0.00	0.00	0.00	0.00				
Final Score	0.00	0.00	0.00	0.00	0.00				
Functional Responsibility - Region C									
Question 1	4.00	5.00	4.00	5.00	4.00				
Average Score	4.00	5.00	4.00	5.00	4.00				
Final Score	4.00	5.00	4.00	5,00	4.00				
Functional Responsibility - Region D						1			
Question 7	4.00	5.00	4.00	5.00	4.00				
Average Score	4.00	5.00	4.00	5.00	4.00				
Final Score	4.00	5.00	4.00	5.00	4.00				
Functional Responsibility - Region E									
Question 1	4.00	5.00	4.00	5.00	4:00				
Average Score	4.00	5.00	4.00	5.00	4.00				
Final Score	4.00	5.00	4.00	5.00	4.00				

Maximum Score Possible = 100.00

Total Region A Score -	N/A	N/A	N/A	N/A	N/A
Average Score Region A	0.00				
FINAL TOTAL SCORE REGION A	0.00				
Total Score Region B -	N/A	N/A	N/A	N/A	N/A
Average Score Region B	0.00				
FINAL TOTAL SCORE REGION B	0.00				
Total Score Region C -	69.06	71.13	67.83	73.09	69.21
Average Score Region C	70.07				
FINAL TOTAL SCORE REGION C	350.33				
Total Score Region D -	69.06	71.13	67.83	73.09	69.21
Average Score Region D	70.07				
FINAL TOTAL SCORE REGION D	350.33				
Total Score Region E-	69.06	71.13	67.83	73.09	69.21
Average Score Region E	70.07				
FINAL TOTAL SCORE REGION E	350.33				

EVALUATION PANEL SCORING SUMMARY RFP # CS18-1276217-DB 911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Bidder: # 3 Emergency Ambulance, Inc.

	E1	E2	E3	E4	E5			
Section A - Experience and Qualifications	s					# Questions	Weight (%)	Section A Max Score/Region 5.00
Question 1	3.50	4.00	3.50	4.00	4.00			
Question 2	3.50	4.00	3.50	4.00	3.50			
Question 3	3.50	2.00	2.00	3.50	2.00			
Question 4	3.50	4.00	3.50	4.00	3.50			
Question 5	3.50	4.00	3.50	4.00	3.50			
Total Score Average Score	17.50 3.50	18.00 3.60	16.00 3.20	19.50 3.90	16.50 3.30			
Final Score	3.50	3.60	3.20	3.90	3.30			
Section B - Operations								Section B Max Score/Region 40.00
Operations						# Questions 19	Weight (%)	
Continuous Quality Improvement - All Regions								
Question 1	3.50	5.00	3.50	4.00	4.00			
Question 2	2.00	3.50	2.00	3.50	3.50			
Question 3	2.00	1.00	3.50	3.50	3.50			
Question 4	2.00	3.50	3.50	3.50	3.50			
Question 5	3.50	5.00	3.50	5.00	4.00			
Continuous Quality Improvement Base	13.00	18.00	16.00	19.50	18.50			
Response Time Operations - All Regions			,					
Question 1	3.50	4.00	3.50	3.50	3.50			
Question 2	3.50	3.50	3.50	4.00	4.00			
Question 3	3.50	3.50	3.50	3.50	3.50			
Question 4	3.50	3.50	3.50	3.50	2.00	1		
Response Time Operations Base	14.00	14.50	14.00	14.50	13.00	1		
Response Time Operations - Region A								
Question 5	3.50	3.50	3.50	3.50	3.50	1		
Question 6	3.50	3.50	2.00	3.50	2.00			
Question 7	3.50	4.00	3.50	3.50	3.50			
Question 8	3.50	4.00	3.50	4.00	3.50			
Response Time Score - Region A	14.00	15.00	12.50	14.50	12.50			
Response Time Operations - Region B Question 5	3.50	2.50	2.50	2.50	0.00			
Question 6	3.50	3.50 3.50	3.50 2.00	3.50	2.00			
Question 7	3.50	4.00	3.50	3.50	3.50	1		
Question 8	3.50	2.00	2.00	3.50	2.00			
Response Time Score - Region B	14.00	13.00	11.00	14.00	9.50			
Response Time Operations - Region C	1 1.00	1 15100	11.00	24.00	3.50			
Question 5		T						1
Question 6								
Question 7								
Question 8								
Response Time Score - Region C	0.00	0.00	0.00	0.00	0.00			
Response Time Operations - Region D	II.					1		
Question 5								
Question 6								
Question 7								
Question 8		(4) 4 -						
Response Time Score - Region D	0.00	0.00	0.00	0.00	0.00	1		
Response Time Operations - Region E Question 5								
Question 6								
Question 7								1
Question 8								
Response Time Score - Region E	0.00	0.00	0.00	0.00	0.00			
Dispatch Operations - All Regions								
Question 1	3.50	4.00	3.50	4.00	4.00			
Question 2	3.50	3.50	3.50	3.50	3.50	1		
Question 3	3.50	4.00	3.50	3.50	4.00	1		
Question 4	3.50	4.00	3.50	4.00	4.00	1		
Dispatch Operations Base	14.00	15.50	14.00	15.00	15.50			
Dispatch Operations - Region A						1		
Question 5	3.50	3.50	3.50	3.50	4.00			
						Ti.		

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

911 EMERGENCY AMBULA Question 6	3.50	4.00	3.50	4.00	3.50
Dispatch Operations Score - Region A	7.00	7.50	7.00	7.50	7.50
Dispatch Operations - Region B					
Question 5	3.50	3.50	3.50	3.50	3.50
Question 6	3.50	3.50	3.50	3.50	3.50
Dispatch Operations Score - Region B	7.00	7.00	7.00	7.00	7.00
DIspatch Operations - Region C					
Question 5					
Question 6					
Dispatch Operations Score - Region C	0.00	0.00	0.00	0.00	0.00
Dispatch Operations - Region D					
Question 5					
Question 6 Dispatch Operations Score - Region D	0.00	0.00	0.00	0.00	0.00
Dispatch Operations - Region E	0.00	0.00	0.00	0.00	0.00
Question 5					
Question 6		_	_	_	
Dispatch Operations Score - Region E	0.00	0.00	0:00	0.00	0.00
Total Operations - Region A	62.00	70.50	63.50	71.00	67.00
Average - Operations - Region A	3.26	3.71	3.34	3.74	3.53
Total - Operations - Region A	13.05	14.84	13.37	14.95	14.11
Total Operations - Region B	62.00	68.00	62.00	70.00	63.50
Average - Operations - Region B	3.26	3.58	3.26	3.68	3.34
Total - Operations - Region B	13.05	14.32	13.05	14.74	13.37
Total Operations - Region C	41.00	48.00	44.00	49.00	47.00
Average - Operations - Region C	2.16	2.53	2.32	2.58	2.47
Total - Operations - Region C	8.63	10.11	9.26	10.32	9.89
Total Operations - Region D	41.00	48.00	44.00	49.00	47.00
Average - Operations - Region D	2.16	2.53	2.32	2.58	2.47
Total - Operations - Region D	8.63	10.11	9.26	10.32	9.89
Total - Operations - Region E	41.00	48.00	44.00	49.00	47.00
Average - Operations - Region E	2.16	2.53	2.32	2.58	2.47
Total - Operations - Region E	8.63	10.11	9.26	10.32	9.89
Charatiane Data Managamant					
operations bata management					
Data Management - All Regions	1 200				
Question 1	2.00	2.00	2.00	3.50	3.50
Data Management - All Regions Question 1 Question 2	3.50	4.00	3.50	4.00	3.50
Data Management - All Regions Question 1 Question 2 Question 3	3.50 3.50	4.00 4.00	3.50 3.50	4.00 3.50	3.50 3.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4	3.50 3.50 3.50	4.00 4.00 3.50	3.50 3.50 3.50	4.00 3.50 3.50	3.50 3.50 4.00
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5	3.50 3.50 3.50 3.50	4.00 4.00 3.50 4.00	3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50	3.50 3.50 4.00 4.00
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6	3.50 3.50 3.50 3.50 3.50	4.00 4.00 3.50 4.00 4.00	3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 4.00
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base	3.50 3.50 3.50 3.50	4.00 4.00 3.50 4.00	3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50	3.50 3.50 4.00 4.00
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7	3.50 3.50 3.50 3.50 3.50	4.00 4.00 3.50 4.00 4.00	3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 4.00
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region B Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region B Question 7 Data Management - Region D	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region D Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region D	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region D Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50	3.50 3.50 3.50 3.50 3.50 19.50	4.00 3.50 3.50 3.50 3.50 21.50	3.50 3.50 4.00 4.00 4.00 22.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7	3.50 3.50 3.50 3.50 3.50 3.50 19.50	4.00 4.00 3.50 4.00 4.00 21.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7	3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 4.00 3.50 4.00 21.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region B Question 7	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 4.00 3.50 4.00 21.50 3.50 3.50 25.00 3.57	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region D	3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 4.00 3.50 4.00 21.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Total Data Management - Region A Average - Data Management - Region A	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50	4.00 4.00 3.50 4.00 21.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region A Average - Data Management - Region A Total Data Management - Region A	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region A Average - Data Management - Region A Total Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region A Average - Data Management - Region A Total Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region B Average - Data Management - Region A Total Data Management - Region A Total Data Management - Region A Total Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B Average - Data Management - Region B Total - Data Management - Region B	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 23.00 3.29 6.57	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region B Question 7 Data Management - Region B Question 7 Data Management - Region A Average - Data Management - Region A Total Data Management - Region B Average - Data Management - Region B Total - Data Management - Region B	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 3.50 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 3.50 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region B Question 7 Data Management - Region A Average - Data Management - Region A Total Data Management - Region B Average - Data Management - Region B Total - Data Management - Region C Average - Data Management - Region C Average - Data Management - Region C	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 23.00 3.29 6.57 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 25.00 3.57 7.14 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 23.00 3.29 6.57	4.00 3.50 3.50 3.50 3.50 21.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 3.50 26.00 3.71 7.43 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Data Management - Region E Question 7 Total Data Management - Region A Average - Data Management - Region A Total - Data Management - Region A	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 23.00 3.29 6.57 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 3.50 25.00 3.57 7.14 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	4.00 3.50 3.50 3.50 3.50 21.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 3.50 26.00 3.71 7.43 26.00 3.71 7.43
Data Management - All Regions Question 1 Question 2 Question 3 Question 4 Question 5 Question 6 Data Management Base Data Management - Region A Question 7 Data Management - Region B Question 7 Data Management - Region D Question 7 Data Management - Region D Question 7 Data Management - Region B Question 7 Data Management - Region A Total Data Management - Region A Total - Data Management - Region B Total - Data Management - Region C Average - Data Management - Region C Average - Data Management - Region C	3.50 3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 23.00 3.29 6.57 23.00 3.29 6.57	4.00 4.00 3.50 4.00 21.50 3.50 3.50 3.50 25.00 3.57 7.14 25.00 3.57 7.14	3.50 3.50 3.50 3.50 3.50 19.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50 3	4.00 3.50 3.50 3.50 3.50 21.50 3.50	3.50 3.50 4.00 4.00 22.50 3.50 3.50 3.50 26.00 3.71 7.43 26.00 3.71 7.43

Average - Data Management - Region D

Total - Data Management - Region D

2.79

5.57

3.07

2.79

3.07

3.21

6.43

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

911 EMERGENCY AMBULAN	O = 11474144	OI VI	11101101	1111021		102
Total - Data Management - Region E	19.50	21.50	19.50	21.50	22.50	
Average - Data Management - Region E	2.79	3.07	2.79	3.07	3.21	
Total - Data Management - Region E	5.57	6.14	5.57	6.14	6.43	
Operations Communications - All Regions mergency Response Communication Systems						# Questions Weight (%)
Emergency Response Communication Systems						5 1
Question 1	3.50	3.50	3.50	3.50	3.50	N .
Question 2	3.50	3.50	3.50	4.00	3.50	
Question 3	3.50	3.50	3.50	3.50	3.50	
Question 4	3.50	3.50	3.50	4.00	3.50	
				-		
Question 5	3.50	3.50	3.50	3.50	3.50	
Communications Base	17.50	17.50	17.50	18.50	17.50	
Average - Communications	3.50	3.50	3.50	3.70	3.50	
Total Communications	3.50	3.50	3.50	3.70	3.50	
Operations Facilities, Supplies and Equipm	nent					# Questions Weight (%)
acilities, Supplies and Equipment - All Regions						15 1
	1 250	1 0 00	1 000	0.50	0.70	
Question 1	3.50	3.50	2.00	3.50	3.50	
Question 2	3.50	3.50	3.50	4.00	3.50	
Question 3	3.50	3.50	3.50	3.50	3.50	
Question 4	3.50	4.00	3.50	4.00	3.50	
Question 5	3.50	3.50	3.50	3.50	3.50	
Question 6 Question 7	3.50 3.50	3.50	3.50	3.50	3.50 2.00	
Question 7	2.00	2.00	2.00	2.00	1.00	
Question 9	3.50	3.50	3.50	3.50	3.50	
Question 10	3.50	3.50	3.50	4.00	3.50	
Question 11	3.50	3.50	3.50	3.50	4.00	
Question 12	3.50	3.50	3.50	3.50	4.00	
Question 13	3.50	3.50	3.50	3.50	4.00	
acilities Supplies & Equipment Base acilities, Supplies and Equipment - Region A	44.00	43.00	41.00	44.00	43.00	
Question 14	3.50	3.50	3.50	4.00	4.00	
Question 15	3.50	4.00	3.50	4.00	4.00	
acilities, Supplies and Equipment - Region B	3.50	4.00	3.30	4.00	4.00	
Question 14	1 250	2.50	2.50	4.00	2.50	
Question 15	3.50	3.50	3.50	4.00	3.50	
	3.30	4.00	3.50	4.00	4.00	
Facilities, Supplies and Equipment - Region C Question 14			r			
Question 15				-		
Facilities, Supplies and Equipment - Region D						
Question 14	_					
Question 15						
Facilities, Supplies and Equipment - Region E	_					
Question 14						
lueistion 15						100 100 100 100 100
otal Facilities - Region A	51.00	50.50	48.00	52.00	51.00	
verage - Facilities - Region A	3.40	3.37	3.20	3.47	3.40	
otal - Facilities - Region A	3.40	3.37	3.20	3.47	3.40	
otal Facilities - Region B	51.00	50.50	48.00	52.00	50.50	
Average - Facilities - Region B	3.40	3.37	3.20	3.47	3.37	
otal - Facilities - Region B	3.40	3.37	3.20	3.47	3.37	
Cotal Facilities - Banks - O	14455	10.00	1	41.5	40.00	
otal Facilities - Region C	44.00	43.00	41.00	44.00	43.00	
verage - Data Management - Region C	2.93	2.87	2.73	2.93	2.87	
otal - Facilities- Region C	2.93	2.87	2.73	2.93	2.87	
etal Facilities - Basisa D	44.00	42.00	44.00	44.00	40.00	
otal Facilities - Region D	44.00	43.00	41.00	44.00	43.00	
verage - Facilities - Region D	2.93	2.87	2.73	2.93	2.87	
otal - Facilities - Region D	2.93	2.87	2.73	2.93	2.87	
otal Data Managament Basis S	44.00	40.00	44.00	44.00	42.00	
otal - Data Management - Region E	44.00	43.00	41.00	44.00	43.00	
verage - Facilities - Region E	2.93	2.87	2.73	2.93	2.87	
otal - Facilities - Region E	2.93	2.87	2.73	2.93	2.87	
ection B - Final Region A Score						
Operations						
Data Management				/ L - N		
Communications Systems			7 - 1			
Facilities, Supplies, and Equipment						
OTAL REGION A	26.52	28.85	26.64	29.26	28.43	
	ATL:					
ection B - Final Region B Score	_					
Operations						
Data Management						
Communications Systems of 6	1			10		Emergency

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Facilities, Supplies, and Equipment	1	1	TION S	I TOL	1 1	71	
TOTAL REGION B	26.52	28.33	26.32	29.05	27,66		
Section B - Final Region C Score							
Operations	f	1	T	T	r		
Data Management							
Communications Systems							
Facilities, Supplies, and Equipment		20.01					
TOTAL REGION C	20.64	22.61	21.07	23.09	22.69	ý.	
Section B - Final Region D Score		_					
Operations							
Data Management							
Communications Systems		100	10.0				
Facilities, Supplies, and Equipment	20.64	22.64	24.02	22.00	20.00		
TOTAL REGION D	20.04	22.61	21.07	23.09	22.69	A	
Section B. First Region E Score		_	_	_			
Data Management							
	20.64	22.61	21.07	23.68	22.66		
TOTAL REGION E	70.04	42.01	21.61	23.08	22.88		
							Section C Ma
Section C - Clinical and Personnel							Score/Regio
							20.00
Section C - Clinical						# Questions Weight (%)	
	1					22 2	
Question 1	3.50	5.00	3.50	4.00	3.50		
Question 2	3.50	4.00	3.50	4.00	3.50		
Question 3 Question 4	3.50	3.50	3.50	3.50	2.00		
Question 5	3.50	3.50	3.50	3.50	2.00		
Question 6	3.50	3.50 3.50	3.50 3.50	3.50 4.00	2.00 4.00		
Question 7	3.50	3.50	2.00	3.50	3.50		
Question 8	3.50	3.50	3.50	4.00	3.50		
Question 9	3.50	3.50	3.50	3.50	2.00		
Question 10	3.50	2.00	2.00	3.50	2.00		
Question 11	3.50	3.50	2.00	3.50	3.50		
Question 12	3.50	3.50	3.50	3.50	4.00		
Question 13	3.50	3.50	3.50	3.50	3.50		
Question 14	3.50	3.50	2.00	3.50	3.50		
Question 15	3.50	2.00	2.00	3.50	2.00		
Question 16	3.50	3.50	3.50	3.50	3.50		
Question 17	3.50	3.50	3.50	3.50	3.50		
Question 18	3.50	3.50	3.50	4.00	3.50		
Question 19	3.50	3.50	3.50	3.50	3.50		
Question 20 Question 21	3.50 3.50	2.00 3.50	2.00	2.00	2.00		
Question 22	3.50	3.50	3.50 3.50	4.00	4.00		
Clinical	77.00	74.50	68.00	79.00	68.50		
Clinical Average	3.50	3.39	3.09	3.59	3.11		
Total	7.00	6.77	6.18	7.18	6.23		
Section C - Personnel			-			#Questions Weight (%)	
						6 2	
Personnel - Region A		222					
Question 23 Question 24	3.50 3.50	3.50	3.50 3.50	3.50	3.50		
Question 25	3.50	3.50	3.50	3.50 4.00	3.50		
Question 26	3.50	3.50	3.50	3.50	3.50		
Question 27	3.50	3.50	3.50	3.50	3.50		
Question 28	3.50	3.50	3.50	3.50	3.50		
Personnel Total	21.00	21.00	21.00	21.50	21.00		
Personnel Average Total	3.50	3.50	3.50	3.58	3.50		
Personnel - Region B	7.00	7.00	7.00	7.17	7.00		
Question 23	3.50	3.50	3.50	3.50	3.50		
Question 24	3.50	3.50	3.50	3.50	3.50		
Question 25	3.50	3.50	3.50	4.00	3.50		
Question 26	3.50	3.50	3.50	3.50	3.50	1	
Question 27 Question 28	3.50 3.50	3.50 3.50	3.50 3.50	3.50 3.50	3.50 3.50		
Personnel Total	21.00	21.00	21.00	21.50	21.00		
Personnel Average	3.50	3.50	3.50	3.58	3.50		
Total Total	7.00	7.00	7.00	7.17	7.00		
Personnel - Region C							
Question 23							
Question 24							

911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

				RVICES					
Question 25						1			
Question 26 Question 27									
Question 28									
Personnel Total	0.00	0.00	0.00	0.00	0.00				
Personnel Average	0.00	0.00	0.00	0.00	0.00				
Total						1			
otal Personnel - Region D	0.00	0.00	0.00	0.00	0.00				
Question 23									
Question 24									
Question 25									
uestion 26									
luestion 27									
Question 28						1			
Personnel Total	0.00	0.00	0.00	0.00	0.00				
ersonnel Average	0.00	0.00	0.00	0.00	0.00				
otal	0.00	0.00	0.00	0.00	0.00				
ersonnel - Region E	0.00	0.00	0.00	0.00	0.00				
uestion 23			/						
uestion 24									
uestion 25									
mistion 26									
uestion 27					(
uestion 28									
Personnel Total	0.00	0.00	0.00	0.00	0.00				
ersonnel Average	0.00	0.00	0.00	0.00	0.00				
otal	0.00	0.00	0.00	0.00	0.00				
Region A									
otal Clinical	7.00	6.77	6.18	7.18	6.23				
otal Personnel	7.00	7.00	7.00	7.17	7.00	1			
ection C Final Score	14.00	13.77	13.18	14.35	13.23				
egion B									
otal Clinical	7.00	6.77	6.18	7.18	6.23				
otal Personnel	7.00	7.00	7.00	7.17	7.00				
ection C Final Score	14.00	13.77	13.18	14.35	13.23				
	14.00	49.11	43.10	14.00	13.63				
egion C									
otal Clinical	7.00	6.77	6.18	7.18	6.23				
otal Cilifical otal Personnel									
	0.00	0.00	0.00	0.00	0.00				
ection C Final Score	7.00	6.77	6.18	7.18	6.23	1			
						1			
Region D		-	0.00	= 10					
otal Clinical	7.00	6.77	6.18	7.18	6.23				
otal Personnel	0.00	0.00	0.00	0.00	0.00				
ection C Final Score	7.00	6.77	6.18	7.18	6.23				
The state of the s			6.18	7.18	6.23				
otal Clinical	7.00	6.77	0.40	7784					
otal Clinical	7.00 0.00	6.77 0.06	0.00	0.00	0.00				
otal Clinical otal Personnel	1000	200	22.2.2		0.00 E.71				
otal Clinical otal Personnel	0.00	0.06	0.00	0.00					
otal Clinical otal Personnel ection E Final Score	0.00	0.06	0.00	0.00		40 0		Evaluator Max	
otal Clinical etal Personnel etbon & Final Score	0.00	0.06	0.00	0.00		# Questions		Evaluator Max Score/Region	
otal Clinical otal Personnel section E Final Scare section D - Management	7.00	0.06 E.77	0.00 E.18	0.00 7.18	E.23	# Questions	Weight (%)		
ection D - Management	3.50	3.50	3.50	4.00	4.00				
ection D - Management uestion 1 uestion 2	3.50 3.50	3.50 3.50	3.50 3.50	4.00	4.00				
ection D - Management Destion 1 Destion 2 Destion 3	3.50 3.50 3.50 3.50	3.50 3.50 3.50	3.50	4.00	4.00				
ection D - Management uestion 1 uestion 2 uestion 3	3.50 3.50	3.50 3.50	3.50 3.50	4.00	4.00				
ection D - Management uestion 1 uestion 2 uestion 3 uestion 4	3.50 3.50 3.50 3.50	3.50 3.50 3.50	3.50 3.50 3.50 3.50	4.00 3.50 3.50	4.00 4.00 3.50				
ection D - Management section 1 section 2 section 3 section 4 section 5	3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50	4.00 4.00 3.50 3.50				
ection D - Management ection 1 ection 2 ection 3 ection 4 ection 5 ection 5 ection 5	3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50	4.00 4.00 3.50 3.50 3.50 3.50 3.50				
ection D - Management ection 1 ection 2 ection 3 ection 4 ection 5 ection 5 ection 5 ection 7	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00	4.00 4.00 3.50 3.50 3.50 3.50 4.00				
ection D - Management ection D - Management ection 2 ection 3 ection 4 ection 5 ection 5 ection 7 ection 7 ection 8	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.50	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50				
ection D - Management ection D - Management ection 2 ection 3 ection 4 ection 5 ection 6 ection 7 ection 8 etal Score	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50				
ection D - Management ection 1 uestion 2 uestion 3 uestion 4 uestion 5 uestion 6 uestion 7 uestion 7 uestion 8 ball Score verage Score	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50 3.69	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69				
ection D - Management ection 1 uestion 2 uestion 3 uestion 4 uestion 5 uestion 6 uestion 7 uestion 7 uestion 8 ball Score verage Score	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50				
ection D - Management Justion 1 Justion 2 Justion 3 Justion 4 Justion 5 Justion 6 Justion 7 Justion 8	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50 3.69	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69	# Questions	4 Weight (%)		Score
ection D - Management Justion 1 Justion 2 Justion 3 Justion 3 Justion 4 Justion 5 Justion 6 Justion 7 Justion 8	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.50 29.50 3.69	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	8	4	Score/Region	Section
ection D - Management uestion 1 uestion 2 uestion 5 uestion 5 uestion 6 uestion 7 uestion 7 uestion 7 uestion 8 uestion 8 uestion 8 uestion 8 uestion 6 uestion 6 uestion 7 uestion 8 uestion 7 uestion 8 uestion 9 uestion 8 uestion 1	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50 3.69 14.75	4.00 4.00 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	# Questions	4 Weight (%)	Score/Region	Section
otal Clinical otal Personnel section D - Management duestion 1 question 2 question 3 question 4 question 5 question 6 question 7 question 8 otal Score verage Score Inal Score ection E - EMS System and Community question 1 question 1 question 2	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.50 4.00 3.50 4.07 3.50 3.50 3.50 3.50 3.50 3.50	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	# Questions	4 Weight (%)	Score/Region	Score
ection D - Management uestion 1 uestion 2 uestion 3 uestion 4 uestion 5 uestion 6 uestion 7 uestion 8 botal Score verage Score nal Score ection E - EMS System and Community uestion 1 uestion 2 uestion 3	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.69 14.75	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 4.00 3.50 14.75	# Questions	4 Weight (%)	Score/Region	Section
otal Clinical otal Personnel section D - Management duestion 1 question 2 question 3 question 4 question 5 question 6 question 7 question 8 potal Score verage Score linal Score ection E - EMS System and Community question 1 question 1 question 2 question 2 question 3	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.50 4.00 3.50 4.07 3.50 3.50 3.50 3.50 3.50 3.50	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	# Questions	4 Weight (%)	Score/Region	Score
Region E otal Clinical otal Personnel section D - Management rection 1 ruestion 1 ruestion 2 ruestion 3 ruestion 4 ruestion 5 ruestion 6 ruestion 7 ruestion 8 otal Score verage Score rual Score ruestion 1 ruestion 1 ruestion 2 ruestion 3 ruestion 8 ruestion 7 ruestion 8 otal Score ruestion 9 ruestion 1 ruestion 1 ruestion 1 ruestion 1 ruestion 2 ruestion 3 ruestion 3 ruestion 4 ruestion 5	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 4.00 3.50 4.75 3.50 4.75	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	# Questions	4 Weight (%)	Score/Region	Score
ection D - Management uestion 1 uestion 2 uestion 3 uestion 6 uestion 6 uestion 7 uestion 7 uestion 8 botal Score verage Score nal Score ection E - EMS System and Community uestion 1 uestion 2 uestion 3 uestion 4 uestion 8 botal Score verage Score nal Score uestion 8 uestion 9 uestion 1 uestion 1 uestion 1 uestion 2 uestion 3 uestion 4	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50 3.50 3.50 3.50	4.00 3.50 3.50 3.50 4.00 3.50 4.00 3.50 29.50 3.69 14.75	4.00 4.00 3.50 3.50 3.50 3.50 4.00 3.50 29.50 3.69 14.75	# Questions	4 Weight (%)	Score/Region	Score

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911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Question 8	3.50	2.00	2.00	3.50	2.00
Question 9	3.50	3.50	2.00	3.50	2.00
Question 10	3.50	2.00	2.00	3.50	2.00
Question 11	3.50	3.50	3.50	3.50	3.50
Total Score	38.50	36.00	31.00	39.50	33.50
Average Score	3.50	3.27	2.82	3.59	3.05
Final Score	7.00	6.55	5.64	7.18	6.09

Section F - Functional Responsibility						# Questions	Weight (%)	Evaluator Max Score/Region	
Functional Responsibility - Region A						1			
Question 1	3.50	4.00	3.50	4.00	4.00				
Average Score	3.50	4.00	3.50	4.00	4.00				
Final Score	3,50	4.00	3.50	4.00	4.00				
Functional Responsibility - Region B									
Question 1	3.50	4.00	3.50	4.00	3.50				
Average Score	3.50	4.00	3.50	4.00	3.50				
inal Score	3,50	4.00	3.50	4.00	3.50				
Functional Responsibility - Region C									
Question 1									
Average Score	0.00	0.00	0.00	0.00	0.00				
inal Score	0.00	0.00	0.00	0.00	0.00				
Functional Responsibility - Region D									
Question 7									
Average Score	0.00	0.00	0.00	0.00	0.00				
Inal Score	0,00	0.00	0.00	0.00	0.00				
unctional Responsibility - Region E									
Question 1									
Average Score	0.00	0.00	0.00	0.00	0.00	1			
Trial Teorie	0.00	0.00	11.00	0.00	11700	1			

Maximum Score Possible = 100.00

Total Region A Score -	68.52	70.77	66.16	73.44	69.80
Average Score Region A	69.74				
FINAL TOTAL SCORE REGION A	348.69				
Total Score Region B -	68.52	70.24	65.84	73.23	68.53
Average Score Region B	69.27				
FINAL TOTAL SCORE REGION B	346.37				
Total Score Region C -	N/A	N/A	N/A	N/A	N/A
Average Score Region C	0.00				
FINAL TOTAL SCORE REGION C	0.00				
Total Score Region D -	N/A	N/A	N/A	N/A	N/A
Average Score Region D	0.00				
FINAL TOTAL SCORE REGION D	0.00				
Total Score Region E-	N/A	N/A	N/A	N/A	N/A
Average Score Region E	0.00				
FINAL TOTAL SCORE REGION E	0.00				

EVALUATION PANEL SCORING SUMMARY RFP # CS18-1276217-DB 911 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

	E	E2	E3	E4	5	TOTAL SCORE
BIDDER'S SCORES BY	BY REGION					
Region A						
Emergency Ambulance Services, Inc.	68.52	70.77	66.16	73.44	69.80	348.69
Region B						
Care Ambulance, Services,	72.93	81.69	72.90	80.98	81.21	389.72
Emergency Ambulance Services, Inc.	68.52	70.24	65.84	73.23	68.53	346.37
Region C						
Care Ambulance, Services, Inc.	72.93	81.69	72.90	80.98	81.71	390.22
Doctor's Ambulance, inc.	69.06	71.13	67.83	73.09	69.21	350.33
Region D						
Care Ambulance, Services, Inc.	72.93	81.69	72.90	80.98	81.68	390.18
Doctor's Ambulance, Inc.	69.06	71.13	67.83	73.09	69.21	350.33
Region E						
Care Ambulance, Services, Inc.	72.93	81.69	72.90	80.98	81.68	390.18
Doctor's Ambulance, Inc.	69.06	71.13	67.83	73.09	69.21	350.33



State of California

HEALTH AND SAFETY CODE

Section 1797.224

1797.224. A local EMS agency may create one or more exclusive operating areas in the development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations. This plan shall include provisions for a competitive process held at periodic intervals. Nothing in this section supersedes Section 1797.201.

(Added by Stats. 1984, Ch. 1349, Sec. 3.)

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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001353

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)

DEPARTMENT CONTACT PERSON(S): Anna Peters (714) 834-5150

Richard Sanchez (714) 834-2830

SUBJECT: Ratify Medi-Cal Administrative Activities/Targeted Case Management Agreement

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: Yes Current Year Cost: See Financial Annual Cost: N/A

Impact Section

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section County Audit in last 3 years: No

Prior Board Action: 01/08/2019 #19, 10/17/2017 #26, 09/27/2016 #27, 03/24/2015 #37

RECOMMENDED ACTION(S):

- 1. Ratify the Medi-Cal Administrative Activities/Targeted Case Management Agreement for the period of July 1, 2019, through June 30, 2020, between the County of Orange and the County of Santa Cruz for continued participation in the claiming processes for services reimbursable under County-Based Medi-Cal Administrative Activities/Targeted Case Management.
- 2. Ratify the Mental Health Medi-Cal Administrative Agreement for the period of July 1, 2019, through June 30, 2020, between the County of Orange and the County of Santa Cruz for continued participation in the claiming processes for services reimbursable under County-Based Medi-Cal Administrative Activities.
- 3. Authorize Health Care Agency Director, or designee, to execute the Agreements as referenced in the recommended actions above.

SUMMARY:

Approval of the Agreements will assist Orange County with the County-Based Medi-Cal Administrative Activities/Targeted Case Management program and claiming, which is budgeted to generate approximately \$4.2 million in revenue for FY 2019-20.

BACKGROUND INFORMATION:

The Federal Government provides reimbursement for activities that assist Medi-Cal eligible individuals in gaining access to Medi-Cal covered services through the County-Based Medi-Cal Administrative Activities/Targeted Case Management (CMAA/TCM) program. In order to claim CMAA/TCM revenue, the California Department of Health Care Services (DHCS) requires all county agencies to participate in the Consortium, which is coordinated by a host county that collects an annual participation fee to recover costs incurred by the state, the host county and consultants hired by the host county. The host county is responsible for leading the Consortium, which works with the state on CMAA/TCM claiming issues and helps ensure implementation of uniform claiming procedures. Orange County has participated in the Consortium since 1992. As a result of participating in the Consortium and being able to claim CMAA/TCM activities, the County expects to receive \$4.2 million in total CMAA and TCM revenue this fiscal year. DHCS recently launched the California Advancing and Innovating Medi-Cal (CalAIM) multi-year initiative that may impact the County's TCM revenue in future years. The Health Care Agency (HCA) continues to monitor the CalAIM initiative and will provide relevant updates to your Board of Supervisors (Board).

On March 24, 2015, the Board approved the CMAA/TCM Agreement with the County of Plumas, for the period of July 1, 2014, through June 30, 2016. On September 27, 2016, the Board approved the CMAA/TCM Agreement with the County of Plumas to extend the agreement through June 30, 2017. On October 17, 2017, the Board approved the CMAA/TCM Agreement with County of Plumas for the period of July 1, 2017, through June 30, 2018. On January 8, 2019, the Board approved the CMAA/TCM Agreement with the County of Plumas for the period of July 1, 2018, through June 30, 2019.

The host county for CMAA/TCM for FY 2019-20 changed from County of Plumas to County of Santa Cruz. On December 3, 2019, HCA received the CMAA/TCM Agreements from the County of Santa Cruz for FY 2019-20. The FY 2019-20 total participation agreement budget is approximately \$3 million, with 55 counties participating; Orange County's portion of the costs are estimated to be \$137,400. The amount is based on how much revenue the County is expected to receive. As such, HCA is projecting a participation fee of \$137,400 for FY 2019-20; however, the amount will be based on how much revenue the County actually receives.

HCA requests the Board ratify these agreements as the period began July 1, 2019. The agreements were received from County of Santa Cruz on December 3, 2019 and were processed to come before the Board according to normal agency review and submission timeframes.

The agreements contain mutual indemnification provisions, which vary from the County standard of sole indemnification. CEO/Risk Management has reviewed the indemnification provisions and determined the risk to be acceptable for these services.

HCA requests that the Board authorize the Director of the HCA or designee to execute the agreements as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for these Agreements are included in HCA's FY 2019-20 Budget in Budget Control 042. Revenue generated from CMAA/TCM activities is also included in the FY 2019-20 Budget. HCA is

projecting costs to be \$137,400 for FY 2019-20; however, the amount will be based on how much revenue the County actually receives.

Funding Sources:

FED: 1% State: 61% Fees/Other: 30%

GF: 8%

The funding percentages are aggregate of funding sources within multiple programs anticipated to use this agreement.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - CMAA/TCM Consortium Participation Agreement

Attachment B - Mental Health CMAA/TCM Consortium Participation Agreement

Attachment C - Risk Assessment Form

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COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (CMAA) / TARGETED CASE MANAGEMENT (TCM) AGREEMENT Between the COUNTY OF SANTA CRUZ and COUNTY OF ORANGE

THIS AGREEMENT is made and entered into by and between, COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

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CMAATCM_FY19-20 COUNTY OF ORANGE PAGE 2 OF 7

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
- 1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

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CMAATCM_FY19-20 COUNTY OF ORANGE PAGE 3 OF 7

- 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.
- 5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6.__Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2019 through June 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

HCA ASR 19-001353 Page 3 of 7

Attachment A

CMAATCM_FY19-20 COUNTY OF ORANGE PAGE 4 OF 7

"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

By Junick Kandelfth Jan Mimi Hall, Director Health Services Agency 1800 Green Hills Road, Suite 240 Scotts Valley, California 95066

APPROVED AS TO FORME ENV. SEE MY 9/13/2019 COURSE COURSE

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"LGA" Duly Authorized

COUNTY OF ORANGE

By_____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Depu

Date 12/16/19

HCA ASR 19-001353 Page 4 of 7

CMAATCM_FY19-20 COUNTY OF ORANGE PAGE 5 OF 7

DEFINITIONS

- 1. Local Government Agency (LGA) A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
- 2. CMAA/TCM LGA Consortium ("Consortium") A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
- 3. Participation Fee ("Participation Fee") Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
- 4. Executive Committee (EC) A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
- 5. Consortium Trust Fund ("Trust Fund") Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
- 6. Membership All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
- 7. HOST ENTITY The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
- 8. Termination To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

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EXHIBIT A: Scope of Work – Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management

HOST ENTITY shall:

- 1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit B.
- 2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
- 3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
- 4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
- 5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
- 6. Manage and oversee all contracts on behalf of the Consortium.
- 7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
- 8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
- 9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
- 10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

- 1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
- 2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
- 3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

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CMAATCM_FY19-20 COUNTY OF ORANGE PAGE 7 OF 7

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

2. Annual Participation Fee:

- a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
- b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
- c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
- d. The annual participation fees shall be calculated by September 30th of the fiscal year.

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 1 OF 7

MENTAL HEALTH-BASED MEDI-CAL ADMINISTRATIVE ACTIVITES (MHMAA) AGREEMENT Between the COUNTY OF SANTA CRUZ and COUNTY OF ORANGE

THIS AGREEMENT is made and entered into by and between COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of Mental Health Medi-Cal Administrative Activities (MHMAA) by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to promote access to health services to residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning Mental Health Medi-Cal Administrative Activities, attached hereto and incorporated herein by reference; and

WHEREAS, HOST ENTITY was selected by MHMAA LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this AGREEMENT as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for MHMAA listed in attached Exhibits A and B for MHMAA program.
- 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in terms of this AGREEMENT

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 2 OF 7

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
- 1.4. HOST ENTITY will receive a total annual compensation in the amount of Ten Thousand, Four Hundred dollars (\$10,400) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract, paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for the MHMAA program.

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its MHMAA claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the MHMAA program.
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the MHMAA program.

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 3 OF 7

- 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement.
- 5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6._Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2019 through June 30, 2022 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are an integral part of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work - Agreement Concerning Mental Health Medi-Cal Administrative Activities

Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 4 OF 7

"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

By Joseph Kando (In Jacoph Mimi Hall, Director Health Services Agency 1800 Green Hills Road, Suite 240 Scotts Valley, California 95066

APPROVED AS TO FORME

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Approved as to become

Du 9/24/19

"LGA"

Duly Authorized

COUNTY OF ORANGE

Ву__

Richard Sanchez

Director

Health Care Agency

Health Care Agency

405 W. 5th Street, 7th Floor

Santa Ana CA 92701

By

David Souleles

Deputy Agency Director

Public Health Services

Health Care Agency

405 W. 5th Street, 7th Floor

Santa Ana CA 92701

By

APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

Deputy

Date 12/16

HCA ASR 19-001353 Page 4 of 7

MHMAA_FY19-20 COUNTY OF ORANGE PAGE 5 OF 7

DEFINITIONS

- 1. Local Government Agency (LGA) A local public health office or county agency in a county or chartered city that oversees the Mental Health Medi-Cal Administrative Activities (MHMAA) program.
- 2. MHMAA LGA Consortium ("Consortium") A collaboration of LGA MHMAA coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the MHMAA program.
- 3. Participation Fee ("Participation Fee") Payment to the Consortium for the consortium's MHMAA administrative costs and the program costs of the California Department of Health Care Services (DHCS).
- 4. Consortium Trust Fund ("Trust Fund") Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
- 5. Membership All California county and/or chartered city Coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of participation fees.
- 6. Host Entity (HOST ENTITY) The LGA designated by all LGAs participating in the MHMAA program, to be the administrative and fiscal intermediary between the California Department of Health Care Services (DHCS) and all participating local governmental agencies.
- 7. Termination To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final MHMAA payments. All Participation Fees are due and payable during this time.

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 6 OF 7

EXHIBIT A: Scope of Work – Agreement Concerning Mental Health Medi-Cal Administrative Activities

HOST ENTITY shall:

- 1. Prepare and transmit Host Entity/Local Government Agency (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA identified pursuant to Exhibit B.
- 2. Maintain an interest-bearing trust fund solely for the accounting for Mental Health Administrative Activities (MHMAA) LGA Consortium ("Consortium") participation fees.
- 3. Pay the DHCS MHMAA administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
- 4. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of receipt of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
- 5. Manage and oversee all contracts on behalf of the Consortium.
- 6. Provide to the Consortium, for review, quarterly revenue and expenditure reports.
- 7. Provide to the Consortium, for approval, an annual budget.
- 8. Pay all expenses incurred as HOST ENTITY.

LGA shall:

- 1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
- 2. Have sole and exclusive responsibility for the processing of all MHMAA claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

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MHMAA_FY19-20 COUNTY OF ORANGE PAGE 7 OF 7

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the Mental Health Administrative Activities (MHMA) Local Governmental Agency (LGA) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.

2. Annual Participation Fee:

- a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
- b. The LGA's proportionate share percentage shall be calculated as the actual MHMAA revenue received from DHCS by the LGA during the prior fiscal year divided by the total MHMAA revenue received from DHCS by all LGAs for that same period.
- c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MHMAA program for the current fiscal year.
- d. The annual participation fees shall be calculated by September 30th of the fiscal year.

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RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement DATE SUBMITTED: 12/17/2019

TO:	or e-mail this f	nagement/600 W. form to RiskMgm	tInsurance@	ocgov.com wi	th Scope of Worl	4-285-5599 k and Contract/Agreem	nent
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Revised 11/19/09

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001306

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)

DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026

Jeff Nagel (714) 834-7024

SUBJECT: Approve Agreement for Adult Residential Drug Medi-Cal Treatment Services

CEO CONCUR
Concur
Concur
Approved Agreement to Form
Siscussion
3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 09/24/2019 #10, 05/21/2019 #46, 05/08/2018 #26, 05/08/2018 #24

RECOMMENDED ACTION(S):

- 1. Approve the selection of and Agreement with G and C Swan Inc dba His House/New Creation for provision of Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services under the existing Master Agreement for the period March 1, 2020, through June 30, 2022, renewable for three additional one-year terms.
- 2. Authorize the Health Care Agency Director or designee, to execute the Agreement with G and C Swan Inc dba His House/New Creation, as referenced in the Recommended Action above.

SUMMARY:

Approval of the selection of and Agreement with G and C Swan Inc dba His House/New Creation under the existing Master Agreement for the provision of Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services will increase options for Orange County adults seeking residential substance use disorder treatment.

BACKGROUND INFORMATION:

On May 21, 2019, your Honorable Board of Supervisors (Board) approved the Master Agreement for the provision of Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services for the period of July 1, 2019, through June 30, 2022, with an annual, aggregate maximum obligation of \$6,493,650. On the same Agenda Staff Report, the Board approved two individual agreements with Straight Talk Clinic, Incorporated and Woodglen Recovery Junction. On September 24, 2019, the Board approved an additional individual agreement with The Teen Project, Inc.

The Department of Health Care Services (DHCS) received a Federal 1115 waiver to develop a five-year demonstration project that expands Substance Use Disorder (SUD) services funded by Drug Medi-Cal (DMC) in California. In 2016, the Health Care Agency (HCA) submitted a plan to DHCS to provide a continuum of SUD services, reimbursable under DMC, for residents of Orange County. DHCS approved the plan in December 2016 and on May 8, 2018, the Board approved the DMC Waiver with the state. As a result, HCA has been seeking agreements with various DMC certified treatment providers in Orange County. The proposed Agreement is essential to meet the need of the Drug Medi-Cal Organized Delivery System (DMC-ODS).

On March 12, 2018, HCA re-released the solicitation seeking qualified DMC organizations to provide SUD Residential Services for adults and adolescents. One additional qualified Adult DMC organization was identified and selected, G and C Swan Inc dba His House/New Creation (G and C Swan Inc). This provider has facilities located in Upland and Colton, California. The two sites in Colton are collectively named New Creation and the single Upland location is named His House. This provider was selected to meet the needs of clients who have both substance use disorders and mental health diagnoses. There are currently three providers contracted with HCA that provide treatment for individuals with co-occurring mental health disorders in Orange County: Phoenix House Orange County, Inc. and The Teen Project Inc., both located in Santa Ana and Clean Path LLC located in Trabuco Canyon. All three providers are at capacity. G and C Swan Inc would provide necessary services to meet the need of these individuals. Due to the distance from Orange County, a transportation component was added to the budget to ensure clients can be transported to and from treatment. The Colton addresses will serve males and/or females depending on need (up to 16 beds) and the Upland address will serve males only (up to 13 beds). Services will commence on March 1, 2020. Negotiations with the bidder to determine acceptable rates for services have occurred. G and C Swan Inc will provide up to 29 beds total for adults. HCA will return to the Board for approval of any new provider or location. Each agreement will share the annual maximum obligation and funding among Board-approved providers, which will vary based on utilization.

HCA staff have conducted due diligence on G and C Swan Inc. Reference checks were satisfactory and completed with Addiction Therapeutic Services, GEO Group, Inc. and Yellowstone Recovery regarding similar projects. HCA worked collaboratively with providers to develop a good neighbor policy that will be in effect for all adult residential DMC agreements. To date, HCA has not received any negative feedback from cities and continue to work with both cities and providers to support the policy.

For adults, the length of residential services for all levels range from one to 90 days with a 90-day maximum unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens for adults will be authorized in one year. Upon discharge, providers must transition clients to the appropriate level of care as medical necessity dictates.

In the residential treatment environment, there is a daily regimen of structured activities that are intended to build positive behavioral patterns within a community. Residential Treatment Services provide client-centered treatment, which is based on mutually agreed upon goals/objectives between the clinician and client. Components include intake, treatment planning, individual and group counseling,

educational sessions, collateral services, relapse prevention and case management. Common issues that are addressed at the beginning include planning and preparing for housing, a safe living environment and education and employment so that clients have a specific plan at the time of discharge.

Performance Standards

Performance outcomes for Adult Residential programs include:

- Client Evaluation of Self and Treatment (CEST) scores will be higher than national norms in the areas of perception of social support, peer support, counseling rapport and treatment participation. The CEST is a self-administered survey completed at the midpoint of treatment (minimum of 45 days post-admission) and at discharge.
- Seventy-five percent of clients completing treatment will report their life is more manageable than it was when they entered treatment.

Table 1 below indicates the results of CEST for FY 2017-18 and preliminary FY 2018-19 for our current providers.

Period	Average Scores on Subscales (10 to 50)						
	Desire for	Treatment	Counseling	Treatment	Peer	Social	
	Help	Readiness	Rapport	Participation	Support	Support	
HCA Adult	43.7	39.2	45.0	45.2	42.8	43.2	
Residential							
(Preliminary							
FY 2018-19)							
HCA Adult	44.1	42.1	45.2	45.6	44.2	43.4	
Residential							
(FY 2017-18)							
National Norm	39.9	38.8	40.0	40.9	36.7	39.5	

The Agreement will include subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

HCA requests that the Board approve the selection of and Agreement with G and C Swan Inc for the provision of Adult Residential DMC SUD Treatment Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

N/A

Should services need to be reduced or terminated due to lack of funding, these agreements contain language that allows HCA to give 90-day notice to either terminate or renegotiate the level of services provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Provision of Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services with G and C Swan Inc Attachment B - Contract Summary Form

AGREEMENT FOR PROVISION OF 1 ADULT RESIDENTIAL DRUG MEDI-CAL 2 SUBSTANCE USE DISORDER TREATMENT SERVICES 3 **BETWEEN** 4 COUNTY OF ORANGE 5 **AND** 6 G AND C SWAN INC DBA HIS HOUSE / NEW CREATION 7 JULY 1, 2019 THROUGH JUNE 30, 2022 8 9 THIS AGREEMENT entered into this 1st day of March 2020 (effective date), is by and between the 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and 11 G AND C SWAN INC DBA HIS HOUSE / NEW CREATION a for-profit corporation 12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually 13 as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange 14 Health Care Agency (ADMINISTRATOR). 15 16 WITNESSETH: 17 18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult 19 Residential Drug Medi-Cal Substance Use Disorder Treatment Services described herein to the residents 20 of Orange County; 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 covenants, benefits, and promises contained 24 herein, COUNTY and CONTRACTOR do hereby agree as follows: 25 26 // 27 28 // 29 30 31 32 33 34 35 36 37

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1		REFERENCED CONTRA	ACT PROVISIONS	
2				
3	Term: July 1, 2019 through June 30, 2022			
4	Period One mea	Period One means the period from July 1, 2019 through June 30, 2020		
5	Period Two mea	wo means the period from July 1, 2020 through June 30, 2021		
6	Period Three m	Period Three means the period from July 1, 2021 through June 30, 2022		
7				
8	Maximum Obl	igation:		
9	Per	iod One Maximum Obligation:	\$ 6,493,650	
10	Per	iod Two Maximum Obligation:	6,493,650	
11	Per	iod Three Maximum Obligation:	6,493,650	
12	TO	TAL MAXIMUM OBLIGATION:	\$19,480,950	
13				
14				
15	Basis for Reim	bursement: Negotiated Rate		
16	Payment Method: Monthly in Arrears			
17				
18	CONTRACTO	R DUNS Number: 06-619-8624		
19				
20	CONTRACTO	R TAX ID Number: 33-0951143		
21				
22	Notices to COUNTY and CONTRACTOR:			
23				
24	COUNTY:	County of Orange		
25		Health Care Agency		
26		Contract Services		
27	405 West 5th Street, Suite 600			
28		Santa Ana, CA 92701–4637		
29				
30	CONTRACTO	R: Glenn Swanson		
31		G and C Swan Inc		
32		9491 Pittsburgh Avenue		
33		Rancho Cucamonga, CA 91730		
34		gswanson@hishousenewcreation.com	1	
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1	I. <u>ACRONYMS</u>			
2	The	The following standard definitions are for reference purposes only and may or may not apply in		
3	their en	their entirety throughout this Agreement:		
4	A.	AES	Advanced Encryption Standard	
5	B.	AOD	Alcohol and Other Drug	
6	C.	ARRA	American Recovery and Reinvestment Act	
7	D.	ASAM	American Society of Addiction Medicine	
8	E.	ASRS	Alcohol and Drug Programs Reporting System	
9	F.	BCP	Business Continuity Plan	
10	G.	CalOMS	California Outcomes Measurement System	
11	H.	CAP	Corrective Action Plan	
12	I.	CCC	California Civil Code	
13	J.	J. CCR California Code of Regulations		
14	K. CD/DVD Compact Disc/Digital Video or Versatile Disc		Compact Disc/Digital Video or Versatile Disc	
15	L.	CEO	County Executive Office	
16	M.	CESI	Client Evaluation of Self at Intake	
17	N.	CEST	Client Evaluation of Self and Treatment	
18	O.	CHHS	California Health and Human Services Agency	
19	P.	CFR	Code of Federal Regulations	
20	Q.	CHPP	COUNTY HIPAA Policies and Procedures	
21	R.	CHS	Correctional Health Services	
22	S.	CIPA	California Information Practices Act	
23	T.	CMPPA	Computer Matching and Privacy Protection Act	
24	U.	COI	Certificate of Insurance	
25	V.	CSU	Crisis Stabilization Unit	
26	W.	DATAR	Drug Abuse Treatment Access Report	
27	X.	DHCS	Department of Health Care Services	
28		D/MC	Drug/Medi–Cal	
29		DMC ODS	Drug Medi-Cal Organized Delivery System	
30	AA.	DoD	US Department of Defense	
31	AB.	DPFS	Drug Program Fiscal Systems	
32	AC.	DRP	Disaster Recovery Plan	
33	AD.	DRS	Designated Record Set	
34		DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition	
35		DSS	Department of Social Services	
36		EBPs	Evidenced Based Treatment Practices	
37	AH.	EHR	Electronic Health Records	

1	ı AI	ePHI	Electronic Protected Health Information
2		EPSDT	Early Periodic Screening, Diagnostic and Treatment
3		FIPS	Federal Information Processing Standards
4		FTE	Full Time Equivalent
5		GAAP	Generally Accepted Accounting Principles
6	AN.	HCA	Health Care Agency
7	AO.	HHS	Health and Human Services
8	AP.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9			Law 104–191
10	AQ.	HITECH Act	The Health Information Technology for Economic and Clinical Health
11			Act, Public Law 111–005
12	AR.	HSC	California Health and Safety Code
13	AS.	ID	Identification
14	AT.	IEA	Information Exchange Agreement
15	AU.	IRIS	Integrated Records and Information System
16	AV.	ISO	Insurance Services Office
17	AW.	LPHA	Licensed Practitioner of the Healing Arts
18	AX.	MAT	Medication Assisted Treatment
19	AY.	NIST	National Institute of Standards and Technology
20	AZ.	NPI	National Provider Identifier
21	BA.	NPPES	National Plan and Provider Enumeration System
22	BB.	OCPD	Orange County Probation Department
23	BC.	OCR	Office for Civil Rights
24	BD.	OIG	Office of Inspector General
25	BE.	OMB	Office of Management and Budget
26	BF.	OPM	Federal Office of Personnel Management
27	BG.	P&P	Policy and Procedure
28	BH.	PA DSS	Payment Application Data Security Standard
29		PC	State of California Penal Code
30		PCI DSS	Payment Card Industry Data Security Standard
31		PHI	Protected Health Information
32	BL.		Personally Identifiable Information
33	BM.		Personal Information
34		RPC	Residential Placement Coordinator
35		RTS	Residential Treatment Services
36		SIR	Self–Insured Retention
37	BQ.	SMA	Statewide Maximum Allowance

	BR.	STC	Special Terms and Conditions
	BS.	SUD	Substance Use Disorder
	BT.	TB	Tuberculosis
	BU.	UMDAP	Uniform method of Determining Ability to Pay
l	BV.	USC	United States Code

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II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:

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- b. Written standards, policies and/or procedures.
 c. Compliance related training and/or education procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.

Designation of a Compliance Officer and/or compliance staff.

- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.
- 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.
- 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
- 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
- B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the

California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction

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screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

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

- C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.
- D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.
- E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.
- F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of its computer system.

VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for Period One, Period Two and Period Three, or for a portion thereof to COUNTY no later than forty–five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost

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centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
- b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed the negotiated rate as specified in the Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an

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unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

- D. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Agreement.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and any late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, then COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the COUNTY's Total Maximum Obligation and separate non-Medi-Cal Maximum Obligation and Medi-Cal Maximum Obligation.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTI	IFY that I have execut	ted the accompa	nying Cost	Report a	and
supporting documen	tation prepared by _	for	the cost re	eport per	iod
beginning	and ending	and tha	at, to the	best of	my
knowledge and belie	f, costs reimbursed thro	ough this Agreen	nent are rea	asonable a	and
allowable and directl	y or indirectly related to	the services pro	vided and t	hat this C	ost
Report is a true, co	rrect, and complete sta	atement from the	books an	d records	of
(provider name) in a	ccordance with applica	ble instructions,	except as n	oted. I a	lso
hereby certify that I h	nave the authority to exe	cute the accompa	anying Cost	Report.	
Signed _					
Name _					
Title _					

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

Date

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

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- 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- 6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a

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change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.
- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

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

X. DISPUTE RESOLUTION

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
- D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit

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to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XI. EMPLOYEE ELIGIBILITY VERIFICATION

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

XII. EQUIPMENT

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

- B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.
- C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

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- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.
- G. Unless this Agreement is followed without interruption by another agreement between the Parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

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

XIV. INDEMNIFICATION AND INSURANCE

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

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- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is

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preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

9	<u>Coverage</u>	Minimum Limits
10		
11	Commercial General Liability	\$1,000,000 per occurrence
12		\$2,000,000 aggregate
13		
14	Automobile Liability including coverage	\$1,000,000 per occurrence
15		
16	Workers' Compensation	Statutory
17		
18	Employers' Liability Insurance	\$1,000,000 per occurrence
19		
20	Network Security & Privacy Liability	\$1,000,000 per claims -made
21		
22	Professional Liability Insurance	\$1,000,000 per claims -made
23		\$1,000,000 aggregate
24	Sexual Misconduct Liability	\$1,000,000 per occurrence
25		
26	Employee Dishonesty	\$1,000,000 per occurrence
27		

H. REQUIRED COVERAGE FORMS

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

I. REQUIRED ENDORSEMENTS

- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange*, its elected and appointed officials, officers, agents and

employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange*, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.
- O. If CONTRACTOR's Professional Liability, and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
- P. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- Q. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
- S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

- T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- U. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

V. SUBMISSION OF INSURANCE DOCUMENTS

- 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to

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the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

- 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
- 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
- D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.
- E. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a contract, of the following:
- 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.
- 2. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filling.
 - 3. The availability of assistance to the beneficiary with filling grievances and appeals.

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- 4. The beneficiary's right to request continuation of benefits that the ADMINISTRATOR seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.
- 5. The conduction of random reviews to ensure beneficiaries are being notified in a timely manner.
- F. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal/Drug Medi-Cal enrollees, Medi-Cal/Drug Medi-Cal-related activities, services and activities furnished under the terms of the Agreement or determinations of amounts payable available at any time for inspection, examination of copying by the State, CMS, HHS Inspector General, the Unites States Comptroller General, their designees, and other authorized federal and state agencies. (42 CFR §438.3(h)) This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 CFR §438.230(c)(3)(iii).) The State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk, then. (42 CFR §438.230(c)(3)(iv).)

XVI. LICENSES AND LAWS

- A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement. In addition, all treatment providers will be certified by the State Department of Health Care Services as a Drug Medi–Cal provider and must meet any additional requirements established by COUNTY as part of this certification
 - B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS
- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

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a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security 1 number, and residence address; 2 b. In the case of a CONTRACTOR doing business in a form other than as an individual, 3 the name, date of birth, social security number, and residence address of each individual who owns an 4 interest of ten percent (10%) or more in the contracting entity; 5 3. It is expressly understood that this data will be transmitted to governmental agencies 6 charged with the establishment and enforcement of child support orders, or as permitted by federal 7 and/or state statute. 8 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and 9 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and 10 requirements shall include, but not be limited to, the following: 11 1. ARRA of 2009. 12 2. Trafficking Victims Protection Act of 2000. 13 3. CCC §§56 through 56.37, Confidentiality of Medical Information. 14 4. CCC §§1798.80 through 1798.84, Customer Records. 15 5. CCC §1798.85, Confidentiality of Social Security Numbers. 16 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social 17 Security. 18 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse 19 Master Plans. 20 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs. 21 9. HSC, §11876, Narcotic Treatment Programs. 22 10. HSC, §§123110 through 123149.5, Patient Access to Health Records. 23 11. Code of Federal Regulations, Title 42, Public Health. 24 12. 2 CFR 230, Cost Principles for Nonprofit Organizations. 25 13. 2 CFR 376, Nonprocurement, Debarment and Suspension. 26 14. 41 CFR 50, Public Contracts and Property Management. 27 15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records. 28 16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse 29 prevention and treatment block grants and/or projects for assistance in transition from homelessness 30 31 grants. 17. 45 CFR 93, New Restrictions on Lobbying. 32 18. 45 CFR 96.127, Requirements regarding Tuberculosis. 33 19. 45 CFR 96.132, Additional Agreements. 34 20. 45 CFR 96.135, Restrictions on Expenditure of Grant. 35 21. 45 CFR 160, General Administrative Requirements. 36 22. 45 CFR 162, Administrative Requirements. 37

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- 23. 45 CFR 164, Security and Privacy. 1 2 24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility. 25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986. 3 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal 4 Contracting and Financial Transactions. 5 27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; 6 National Institute on Drug Abuse. 7 28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services 8 Administration. 9 29. 42 USC §290dd-2, Confidentiality of Records. 10 30. 42 USC §1320(a), Uniform reporting systems for health services facilities and 11 organizations. 12 31. 42 USC §§1320d through 1320d-9, Administrative Simplification. 13 32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended. 14 33. 42 USC §6101 et seq., Age Discrimination Act of 1975. 15 34. 42 USC §2000d, Civil Rights Act pf 1964. 16 35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, 17 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 18 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), 19 Grants Policy Statement (10/13). 20 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-21 Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08. 22 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide 23 24 Manual. 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug 25 Program Certification Standards, March 2004. 26 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 27 77143(a). 28 41. State of California, Department of Health Care Services ASRS Manual. 29 42. State of California, Department of Health Care Services DPFS Manual. 30 43. HSC §123145. 31

 - 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
 - 45. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
 - 46. D/MC Billing Manual (March 23, 2010).
 - 47. Federal Medicare Cost reimbursement principles and cost reporting standards.
 - 48. State of California-Health and Human Services Agency, Department of Health Care Services, MHSD, Medi-Cal Billing Manual, October 2013.

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- 49. Orange County Medi-Cal Mental Health Managed Care Plan.
- 50. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions, August 2015
 - 51. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
 - 52. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E).
 - 53. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C).
 - 54. Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
 - 55. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;
 - 56. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.
 - 57. Title 9, CCR, Section 1810.435.
 - 58. Title 9, CCR, Section 1840.105.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.
- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.
- E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in HSC, §11999-11999.3.

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XVIII. MAXIMUM OBLIGATION

- A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.
- B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Agreement be paid no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

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

- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
 - 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.

- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.
- 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- a. COUNTY shall establish a formal resolution and grievance process in the event grievance is not able to be resolved at point of service.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

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XXI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.
- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.
 - 2. WRITTEN NOTIFICATION
- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.
- B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by \$70747 through and including \$70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with \$51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the

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- extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.
- F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
- H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
- 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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- J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
- K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
- L. CONTRACTOR shall obtain an NPI for each site identified as a location for providing contractual services. Provider's site NPIs must be submitted to the ADMINISTRATOR prior to rendering services to Clients. Contractors providing direct or indirect services for State reporting must also submit rendering (individual) provider NPIs to ADMINISTRATOR for each staff member providing Medi–Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with ADMINISTRATOR in advance of providing services to Clients. It is the responsibility of each contract provider site and individual staff member that bills Medi–Cal to obtain an NPI from the NPPES. Each contract site, as well as every staff member that provides billable services, is responsible for notifying the NPPES within 30 calendar days of any updates to personal information, which may include, but is not limited to, worksite address, name changes, taxonomy code changes, etc.

XXV. RESEARCH AND PUBLICATION

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

XXVI. REVENUE

- A. CLIENT FEES CONTRACTOR shall not charge a fee to DMC beneficiaries to whom services are provided pursuant to this Agreement, their estates and/or responsible relatives, unless a Share of Cost is determined per Medi-Cal eligibility.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges. An Assignment of Benefits must be present in a Participant's file when applicable.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

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XXVII. SEVERABILITY

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

XXVIII. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
 - 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.
- 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the Controlled Substance Act (21 USC 812).

- 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.
 - 16. Assisting, promoting, or deterring union organizing.
 - 17. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the affected Party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations imposed after the fact.

XXIX. STATUS OF CONTRACTOR

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

XXX. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless

otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXXI. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

E. CONTINGENT FUNDING

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

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- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this Agreement.
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

MA 042-20010248

termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

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

XXXII. THIRD-PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third-parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXIII. WAIVER OF DEFAULT OR BREACH

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

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1	IN WITNESS WHEREOF, the parties have executed	d this Agreement, in the County of Orange,
2	State of California.	
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4	G AND C SWAN INC	
5	DocuSigned by:	12 /0 /2010
6	BY: Genn Swanson	DATED: 12/9/2019
7	20B203F8C47A4E9	
8	TITLE: CEO	
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11	BY:	DATED:
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17	COUNTY OF ORANGE	
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36	If the contracting Party is a corporation, two (2) signatures are required: one any Vice President; and one (1) signature by the Secretary, any Assistant Secretary.	etary, the Chief Financial Officer or any Assistant Treasurer.
37	If the contract is signed by one (1) authorized individual only, a copy of Directors has empowered said authorized individual to act on its behalf by his	

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1	EXHIBIT A
2	TO AGREEMENT FOR PROVISION OF
3	ADULT RESIDENTIAL DRUG MEDI-CAL
4	SUBSTANCE USE DISORDER TREATMENT SERVICES
5	BETWEEN
6	COUNTY OF ORANGE
7	AND
8	G AND C SWAN INC HIS HOUSE / NEW CREATION
9	JULY 1, 2019 THROUGH JUNE 30, 2022
10	
11	I. COMMON TERMS AND DEFINITIONS
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 this Agreement.
14	1. AB109 means services for those Clients deemed eligible by Assembly Bill 109, Public
15	Safety Realignment, under which the Client's last offense was non-violent, non-sexual, and non-serious.
16	2. AB109 Supervision means an offender released from prison to OCPD, or sentenced under
17	AB109 and is doing their incarceration in jail instead of prison.
18	3. ASAM Criteria is a comprehensive set of guidelines for placement, continued stay and
19	transfer/discharge of Clients with addiction and co-occurring conditions.
20	4. ASAM-Designated Levels of Care means a designation that is issued by DHCS to a
21	residential program based on the services provided at the facility. For the purposes of this Agreement,
22	CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated
23	Levels of Care:
24	a. 3.1 – Clinically Managed Low-Intensity Residential Services means a twenty-four (24)
25	hour structure with available trained personnel; at least five (5) hours of clinical service/week and
26	preparation for outpatient treatment.
27	b. 3.3 - Clinically Managed Population-Specific High-Intensity Residential Services
28	means a twenty-four (24) hour structured living environment in combination with high-intensity clinical
29	services for clients with significant cognitive impairment
30	c. <u>3.5 – Clinically Managed High-Intensity Residential Services</u> means a twenty-four (24)
31	hour residential care for clients who require a twenty-four (24) hour supportive treatment environment
32	in order to develop sufficient recovery skills to avoid relapse or continued AOD use. It will include at
33	least five (5) hours of clinical service/week.
34	5. <u>Bed Day</u> means one (1) calendar day during which CONTRACTOR provides Residential
35	Treatment Services as described in Exhibit A of the Agreement. A Bed Day will include the day of
36	admission; but, not the day of discharge. If admission and discharge occur on the same day, one (1) Bed
37	Day will be charged.

- 6. <u>CalOMS</u> is a statewide Client-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and drug treatment services at the State, COUNTY, and provider levels.
- 7. <u>Case Management</u> means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
- 8. <u>CESI/CEST</u> are self-administered survey instruments designed to assess Clients' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.
- 9. <u>Client</u> means a person who has a substance use disorder, for whom a COUNTY-approved intake and admission for Residential Treatment Services as appropriate have been completed pursuant to this Agreement.
- 10. <u>Clinical Component</u> means services designed to improve a Client's ability to structure and organize tasks of daily living and recovery.
- 11. <u>Completion</u> means the completion of the Residential Treatment Services program whereby the Client has successfully completed all goals and objectives documented in the Client's treatment plan within the maximum authorized length of stay authorized by ADMINISTRATOR.
- 12. <u>Co-Occurring</u> is when a person has at least one substance use disorder and one mental health disorder that can be diagnosed independently of each other.
- 13. <u>DATAR</u> is the DHCS system used to collect data on SUD treatment capacity and waiting lists.
- 14. <u>EPSDT</u> means the federally mandated Medicaid benefit that entitles full-scope Medi-Calcovered beneficiaries less than twenty-one (21) years of age to receive any Medicaid service necessary to correct or help to improve a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.
- 15. <u>Incidental Medical Services</u> means optional services, approved by DHCS to be provided at a licensed adult alcoholism or drug use residential treatment facility by or under the supervision of a LPHA that addresses medical issues associated with either detoxification or substance use.
- 16. <u>Intake</u> means the initial face-to-face meeting between a Client and CONTRACTOR staff in which specific information about the Client is gathered including the ability to pay and standard admission forms pursuant to this Agreement.
- 17. <u>IRIS</u> is a collection of applications and databases that serve the needs of programs within HCA and includes functionality such as registration and scheduling, laboratory information system, invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.
- 18. <u>Linkage</u> means connecting a Client to ancillary services such as outpatient and/or residential treatment and supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services.

- 19. <u>LPHA</u> means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.
- 20. <u>MAT Services</u> means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole Client approach to treating substance use disorders
 - 21. Perinatal means the condition of being pregnant or Postpartum.
- 22. <u>Perinatal Residential Treatment Services</u> means AOD treatment services that are provided to a woman, eighteen (18) years and older, who is pregnant and/or has custody of dependent children up to twelve (12) years of age, in her care; who has a primary problem of substance use disorder, and who demonstrates a need for perinatal substance use disorder residential treatment services. Services are provided in a twenty-four (24) hour residential program. These services are provided in a non-medical, residential setting that has been licensed and certified by DHCS to provide perinatal services.
- 23. <u>Postpartum</u> means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- 24. <u>Recovery Services</u> means billable services available after the client has completed a course of treatment. Recovery services emphasize the client's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients.
- 25. <u>Residential Treatment Authorization</u> means the approval that is provided by the county for a Client to receive residential services after the DSM and ASAM Criteria are reviewed to ensure that the beneficiary meets the requirements for the service. Decisions for service authorization are provided within twenty-four (24) hours of the authorization request being submitted by the CONTRACTOR.
- 26. <u>RTS</u> means alcohol and other drug treatment services that are provided to Clients at a twenty-four (24) hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, residential setting that has been licensed and certified by DHCS.
- 27. <u>Self-Help Meetings</u> means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal or healing or recovery.
- 28. <u>Structured Therapeutic Activities</u> means organized program activities that are designed to meet treatment goals and objectives for increased social responsibility, self-motivation, and integration into the larger community. Such activities would include participation in the social structure of the residential program. It also includes the Client's progression, with increasing levels of responsibility and

independence through job and other assignments culminating in employment seeking and employment-initiation activities in the community.

- 29. <u>SUD</u> means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.
 - 30. Token means the security device which allows an individual user to access IRIS.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. GENERAL REQUIREMENTS

- A. MEETINGS CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.
 - B. ALCOHOL AND/OR DRUG SCREENING
- 1. CONTRACTOR shall have a written policy and procedure statement regarding drug screening that includes random drug and/or alcohol screen at a minimum of one (1) time per month for the first thirty (30) calendar days and two (2) times per month for the remaining term of the agreement for all Clients. All urine specimen collections shall be observed by same-sex staff. This policy shall be approved by ADMINISTRATOR. A Client shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they meet all other criteria for admission. CONTRACTOR shall:
- a. Establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening; and,
 - b. Assure that all urine specimen collections shall be observed by same-sex staff.
 - c. Document results of the drug screening in the Client's record.
- 2. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Clients. Such testing shall be provided at COUNTY's expense. For tests not already covered in the County-contracted laboratory agreement, CONTRACTOR must receive approval from ADMINISTRATOR prior to using COUNTY-contracted laboratory for drug screenings.
- 3. In the event that any Client receives a drug test result indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Client record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such test results via an incident report indicating the corrective action to be taken by the Client if the Client is allowed to remain in the program.
- C. CESI/CEST CONTRACTOR shall have all Clients complete the CESI at the time of intake. The CEST shall be completed at mid-point and at completion, and information incorporated in the formulation of treatment plan.

- 1. CONTRACTOR shall ensure that surveys are completed as designated by ADMINISTRATOR and accurately by designated Clients. This includes, but is not limited to, ensuring surveys contain CONTRACTOR number, Client ID number, responses to all psychosocial questions, along with other important Client and CONTRACTOR information, and fields filled and/or marked appropriately.
- 2. CONTRACTOR shall photocopy the CESI and CEST surveys, place them in Client files, and submit the originals to ADMINISTRATOR once a month, by the tenth (10th) calendar day of each month.
- 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST, reporting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and CEST.
- D. CULTURAL COMPETENCY CONTRACTOR shall provide culturally competent services. CONTRACTORs must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed. CONTRACTOR shall maintain documentation of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
- E. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.
 - F. POSTINGS CONTRACTOR shall post the following in a prominent place within the facility:
 - 1. State Licensure and Certification
 - 2. Business License
 - 3. Conditional Use Permit (if applicable)
 - 4. Fire clearance
 - 5. Client rights
 - 6. Grievance procedure
 - 7. Employee Code of Conduct
 - 8. Evacuation floor plan
 - 9. Equal Employment Opportunity notices

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- 10. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service.
- 11. List of resources within community which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for Federal, State, or County entitlement programs.
 - 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.
- G. NO PROSELYTIZING POLICY CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religious creed or cult, denomination or sectarian institution, or religious belief.
- H. AUTHORITY CONTRACTOR shall recognize the authority of OCPD as officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of substance use disorder residential services.
- I. NON-SMOKING POLICY CONTRACTOR shall establish a written non-smoking policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify that the facility is "smoke free" and that designated smoking areas are outside the visiting areas at the facility.
- J. CLIENT SIGN IN/OUT LOG AND SCHEDULE CONTRACTOR shall maintain a resident sign in/out log for all residents, which shall include, but not be limited to, the following:
 - 1. Client's schedule for treatment, work, education or other activities;
 - 2. Location and telephone number where the Client may be reached; and
 - 3. Requirement for all Clients to notify the program of any change in his/her schedule.
- K. GOOD NEIGHBOR POLICY CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents and complaint procedures. CONTRACTOR shall also contact city management in each city where Client services are provided to inform them of the nature of the services provided under this Agreement. CONTRACTOR shall work collaboratively with city management to resolve any concerns regarding community relations.
- L. VISITATION POLICY CONTRACTOR shall establish a written Visitation Policy, which shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the following:
 - 1. Sign in logs;
 - 2. Visitation hours; and
 - 3. Designated visiting areas at the Facility.

- M. TRANSGENDER POLICY CONTRACTOR shall establish a written Transgender Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, the following:
 - 1. Admission
 - 2. Housing arrangement
 - 3. Bathroom privacy
 - 4. Drug testing
- N. MEDICATION POLICY CONTRACTOR shall establish a written Medication Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall address Medications that are prescribed for substance and mental health disorders and medications disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the program, and/or to have the ability to get refill(s).
- O. OPIOID OVERDOSE EMERGENCY TREATMENT CONTRACTOR shall have available at each program site at minimum one (1) Naloxone Nasal Spray for the treatment of known or suspected opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone Nasal Spray. Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.
- P. TOKENS ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.
- 1. CONTRACTOR recognizes that a Token is assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.
- 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff member to whom each is assigned.
- 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.
- 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
 - a. Token of each staff member who no longer supports this Agreement.
 - b. Token of each staff member who no longer requires access to IRIS.
 - c. Token of each staff member who leaves employment of CONTRACTOR.
 - d. Tokens malfunctioning.
- 5. ADMINISTRATOR will issue Tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General Requirements Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

- A. BASIS FOR REIMBURSEMENT As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other COUNTY CONTRACTORs for all substance use disorder treatment services for substance users shall not exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state, COUNTY or OCPD, ADMINISTRATOR may elect to reduce COUNTY'S maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.
- 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are eligible.
- 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the State Medi-Cal unit.
- 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) days of written notification by COUNTY.

COLTON (23950 Prado Lane & 11646 Encanto Lane, Colton, CA 92324)

Mode of Service		Reimbursement Rate	
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$106.48	\$106.48	\$106.48
Residential Treatment 3.5 (per bed day)	\$127.48	\$127.48	\$127.48

Room and Board 3.1	\$42.71	\$42.71	\$42.71	
(per bed day)	ψ42./1	Ψ42./1		
Room and Board 3.5	\$40.55	\$40.55	\$40.55	
(per bed day)	\$40.33	Φ40.33		
Case Management	\$26.21	\$26.21	\$26.21	
(per 15 minute increment)	\$20.21	\$20.21	\$20.21	
Recovery Services	¢26.17	¢26.17	¢26.17	
(per 15 minute increment)	\$26.17	\$26.17	\$26.17	

UPLAND (239 West 9th Street, Upland, CA 91786)

Mode of Service	·	Reimbursement Rate	
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$108.94	\$108.94	\$108.94
Residential Treatment 3.5 (per bed day)	\$127.36	\$127.36	\$127.36
Room and Board 3.1 (per bed day)	\$47.50	\$47.50	\$47.50
Room and Board 3.5 (per bed day)	\$48.58	\$48.58	\$48.58
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	\$26.17	\$26.17

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

- C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement. Invoices received after the due date may not be paid in accordance with Subparagraph II.B of this Exhibit A to the Agreement.
- D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,

appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

- E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Agreement.
- F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement.
- G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation of duties between the individual performing direct services (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.
- H. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall withhold payment for non-compliant Units of Service, and may reduce, withhold or delay any payment associated with non-compliant billing practices.
- I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.
- J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. RECORDS

- A. FINANCIAL RECORDS CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with generally accepted accounting principles.
- 1. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally accepted accounting principles.
- 2. CONTRACTOR shall account for funds provided through this Agreement separately from other funds, and maintain a clear audit trail for the expenditure of funds.
- 3. CLIENT FEES Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this Agreement, except to collect other health insurance

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coverage, share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for Medi-Cal beneficiaries.

- B. CLIENT RECORDS CONTRACTOR shall maintain adequate records in accordance with the licensing authority, DHCS, the COUNTY Guidelines, and CCR, Title 22, related to DMC on each individual Client in sufficient detail to permit an evaluation of services, which shall include, but not limited to:
- 1. Documentation of ADMINISTRATOR's Residential Treatment Authorization for Residential Treatment Services.
- 2. Documentation that RTS for substance use disorders are appropriate for the Client. This shall include initial medical necessity determination for the DMC-ODS benefit performed through a face-to-face review by a LPHA. Additionally the ASAM Criteria assessment will be applied to determine placement into the level of assessed services and documented in the Client record.
 - 3. Intake and admission data, including, if applicable, a physical examination;
 - 4. Treatment plans;
 - 5. Reassessments of client functioning based on ASAM criteria;
 - 6. Progress notes;
 - 7. Continuing services justifications;
 - 8. Laboratory test orders and results;
 - 9. Referrals;
 - 10. Counseling notes;
 - 11. Discharge plan;
 - 12. Discharge summary;
 - 13. Any other information relating to the treatment services rendered to the Client; and
 - 14. A sign-in sheet for every group counseling session.
- C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A to the Agreement.

V. REPORTS

A. MONTHLY PROGRAMMATIC

- 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR. These monthly programmatic reports should be submitted to ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month.
- 2. CONTRACTOR shall be responsible for including in the monthly programmatic report any problems in implementing the provisions of this Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any

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- changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included.
- 3. FOLLOW-UPS CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at minimum shall include current substance use.

B. FISCAL

- 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end of the month reported.
- 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports
- C. MONTHLY IRIS CONTRACTOR shall input all Units of Service provided in COUNTY's IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following the report month.
- D. CalOMS CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR shall run a CalOMS error report and correct any errors within two (2) business days of submitting the CalOMS admission or discharge, and continue to recheck until error free.
- E. MONTHLY DATAR CONTRACTOR shall provide reports under the DATAR, and/or any other State reporting system in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following the report month.
- F. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.
- G. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be

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relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of said psychometrics.

- H. CONTRACTOR agrees to submit reports as required by the ADMINISTRATOR and/or the State.
- I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

VI. SERVICES

A. FACILITY – CONTRACTOR shall operate a DHCS licensed substance use disorder residential treatment facility in accordance with the standards established by COUNTY and the State within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR. Program shall have DMC certification and must be designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services may be provided in facilities with no bed capacity limit. The environment shall be healthy and safe and the facility shall be clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day, three hundred sixty-five (365) days a year. The facility will have, at a minimum: a kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

2390 Prado Lane, Colton, CA 11646 Encanto Lane, Colton, 239 West 9th Street, Upland, 92324 CA 92324 CA 91786

B. LENGTH OF STAY

- 1. Adults, ages twenty-one (21) and over, may receive no more than (2) residential treatment episodes per three hundred sixty-five (365) day period. A residential treatment episode is defined as one (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days if medically necessary per three hundred sixty-five (365) day period. An adult Client may receive one thirty (30) day extension, with prior authorization, if that extension is medically necessary, per three hundred sixty-five (365) day period.
- 2. Adolescents, under the age of twenty-one (21), shall receive continuous residential services for a maximum of thirty (30) days. Adolescent beneficiaries may receive up to a thirty (30) day extension if that extension is determined to be medically necessary by Medical Director or LPHA. Adolescent beneficiaries are limited to one extension per year. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment.

- 3. If determined to be medically necessary, perinatal beneficiaries may receive longer lengths of stay than those described above, in accordance with State perinatal guidelines.
- 4. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may reimburse CONTRACTOR to hold a Client's bed during a temporary absence. A temporary absence will be five (5) days or less pre-approved by the ADMINISTRATOR during which the Client is absent from the program due to a brief hospitalization for physical or mental health condition including detoxification, family death or emergency, or flash incarceration. A temporary absence bed day hold will not necessitate a new treatment authorization or CalOMS treatment episode and days bed is held will not count toward the ninety (90) day maximum allowed for the treatment episode.
- C. PERSONS TO BE SERVED In order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria, as outlined below.

D. MEDI-CAL ELIGIBILITY- MEDICAL NECESSITY

- 1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients. The verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for services, unless the individual is eligible to receive services from tribal health programs operating under the Indian Self Determination and Education Assistance Act (ISDEAA Pub.L 93-638, as amended) and urban Indian organizations operating under Title V of the IHCIA. If the individual is eligible to receive services from tribal health programs operating under the ISDEAA, then the determination shall be conducted as set forth in the Tribal Delivery System Attachment BB to the STCs.
- 2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit must be performed through a face-to-face review or telehealth by a LPHA. After establishing a diagnosis, the ASAM Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services. In residential treatment the ASAM criteria will be reapplied at thirty (30) days after admission and sixty (60) days after admission to reassess for appropriate level of care. It shall also be used to justify a treatment extension request if appropriate.
- 3. Medical necessity for an adult [an individual age twenty-one (21) and over] is determined using the following criteria:
- a. The individual must have received at least one diagnosis from the DSM for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders;
- b. The individual must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
- 4. Individuals under age twenty-one (21) are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age twenty-one (21) are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority.

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- 5. Medical necessity for an adolescent individual [an individual under the age of twenty-one (21)] is determined using the following criteria:
 - a. The adolescent individual must be assessed to be at risk for developing a SUD; and
 - b. The adolescent individual must meet the ASAM adolescent treatment criteria.

E. ADMISSIONS

- 1. CONTRACTOR shall accept any person with Orange County Medi-Cal; and who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications.
- 2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding request for service into an access log established by ADMINISTRATOR.
- 3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.
- 4. CONTRACTOR shall have a policy that requires a Client who shows signs of any communicable disease or through medical disclosure during the intake process admits to a health related problem that would put others at risk, to be cleared medically before services are provided.
- 5. Admission Policy CONTRACTOR shall establish and make available to the public a written Admission Policy. ADMINISTRATOR may revise Admission Policy due to funding. Admission Policy shall include, but not be limited to the following treatment priorities:
 - a. First priority for admission shall be given to pregnant injection drug users.
 - b. Second priority for admission is pregnant substance abusers.
 - c. Third priority for admission is injection drug users.
- 6. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county regulations. CONTRACTOR shall have the right to refuse admission of a person only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies with the Nondiscrimination provisions of this Agreement. CONTRACTOR shall not admit any Client with outstanding warrants. Staff shall review OC Sheriff Department website for any warrants in Orange County, prior to admission.
- 7. CONTRACTOR shall initial services within reasonable promptness and shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding admission wait times.
 - F. RESIDENTIAL TREATMENT AUTHORIZATION

- 1. All residential treatment admissions require prior authorization from the ADMINISTRATOR.
- 2. Prior to requesting authorization CONTRACTOR shall conduct a brief ASAM screening provided by ADMINISTRATOR to predetermine level of care needed.
- 3. CONTRACTOR will notify the HCA BHS RPC if the initial brief screening indicates residential treatment is appropriate. HCA BHS maintains a centralized referral list and a daily count of available beds. The RPC will ensure the Client enters treatment as quickly as possible by designating placement at the program with an available bed (unless the Client is requesting a specific program). CONTRACTOR shall maintain a list of individuals who have been screened with the brief ASAM and are appropriate for residential treatment.
- 4. Admission into a residential bed shall require a LPHA to verify medical necessity once placed with CONTRACTOR. CONTRACTOR shall complete the DSM diagnosis and ASAM criteria assessment level of care determination to ensure that the Client meets the requirements for residential treatment.
- 5. If it is determined during the ASAM criteria assessment that a different level or type of treatment is more appropriate to meet a Client's needs, a referral will be made to an appropriate provider by CONTRACTOR. Information will be shared between programs in compliance with 42 CFR Part 2 requirements.
- 6. If it is determined at the time of brief screening or after assessing the beneficiary that the medical necessity criteria, pursuant to DMC-ODS STCs 128 (e), has not been met, then a written Notice of Adverse Benefit Determination shall be issued in accordance with 42 CFR 438.404 and 42 CFR Part 431, subpart E.
- 7. Upon admission or within three (3) calendar days of admission, upon verifying ASAM level of care, CONTRACTOR will FAX and email via secure email to RPC:
- a. A copy of a legible individualized treatment authorization request with DSM diagnosis indicated,
 - b. Proof of Drug Medi-Cal eligibility (as applicable), and
 - c. A completed ASAM assessment tool for Client.
- 8. The RPC will make a determination for admission authorization within twenty-four (24) hours of the request, excluding weekends and holidays. In those instances, authorization will be provided the following business day.
- 9. CONTRACTOR shall have a County-approved process in place to ensure standards for timely access to care and services are met, considering the urgency of the service needed. Medical attention for emergency and crisis medical conditions must be addressed immediately.
- 10. If the RPC denies admission to residential services, the Client will be referred by the RPC, to an appropriate level of care to support the Client's engagement in treatment.

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- G. INFORMING MATERIALS CONTRACTOR is responsible to distribute informing materials and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when they first access SUD services through the DMC-ODS and on request. Informing materials will be provided by ADMINISTRATOR.
- H. INTERIM SERVICES All persons who are not admitted into RTS shall be referred to Interim Services by CONTRACTOR. Interim Services shall be provided until an individual is admitted to residential treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Services include counseling and education about HIV and TB, about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. CONTRACTOR shall provide Clients, especially opiate users, with drug overdose education/information. For pregnant women, Interim Services include counseling on the effects of alcohol and drug use on the fetus, as well as referrals for prenatal care. Provision of Interim Services shall be documented on the DATAR and reported monthly to the State.
- I. SERVICES CONTRACTOR shall provide a non-institutional, twenty-four (24) hour non-medical, short-term residential program that provides rehabilitation services to beneficiaries in accordance with an individualized treatment plan. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each Client shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. CONTRACTORs and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care. Residential Treatment program shall consist of the following:
- 1. Intake: The process of determining that a Client meets the medical necessity criteria and a Client is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
 - 2. Individual Counseling: Contacts between a Client and a therapist or counselor.
- 3. Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more Clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.

- 4. Family Therapy: Family members can provide social support to the Client, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- 5. Client Education: Provide research based education on addiction, treatment, recovery and associated health risks.
- 6. Medication Storage: Facilities will store all Client medication and facility staff members will oversee resident's self-administration of medication.
- 7. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of the Client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the Client.
- 8. Crisis Intervention Services: Contact between a therapist or counselor and a Client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the Client an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the Client's emergency situation.
- 9. Treatment Planning: The CONTRACTOR shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within ten (10) days of admission and then updated every subsequent ninety (90) days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:
 - a. A statement of problems to be addressed;
 - b. Goals to be reached which address each problem;
- c. Action steps which will be taken by the CONTRACTOR and/or Client to accomplish identified goals;
- d. Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof;
- e. Treatment plans have specific quantifiable goal/treatment objectives related to the Client's substance use disorder diagnosis and multidimensional assessment;
- f. The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration; and
- g. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the Client and the LPHA.
- 10. Structured Therapeutic Activities: Residential Treatment Services shall consist of a minimum of twenty (20) hours of structured activity per week.
- 11. EBPs: CONTRACTORs will implement at least two of the following EBPs. The two EBPs are per CONTRACTOR per service modality. The required EBP include:

- a. Motivational Interviewing: A Client-centered, empathetic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on Clients' past successes.
- b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
- c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
- d. Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
- e. Psycho-Education: Psycho-educational groups are designed to educate Clients about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to Clients' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist Clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- 12. Case Management: Case Management services may be provided by a LPHA or registered/certified counselor and will be provided based on the frequency documented in the individualized treatment plan. Case management shall provide advocacy and care coordination to physical health, mental health, transportation, housing, vocational, educational, and transition services for reintegration into the community. CONTRACTOR shall provide Case Management services for the Client during treatment, transition to other levels of care and follow ups, to encourage the Client to engage and participate in an appropriate level of care or Recovery Services after discharge. Case Management becomes the responsibility of the next treating provider after successful transition to a different level of care. Contractor shall ensure that Case Management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed. Case Management services may be provided face-to-face, by telephone, or by telehealth with the Client and may be provided anywhere in the community.
- 13. MAT: CONTRACTORs will have procedures for linkage/integration for beneficiaries requiring MAT. CONTRACTOR staff will regularly communicate with physicians of Clients who are prescribed these medications in compliance with 42 CFR part 2.
- 14. Care Coordination for Mental and Physical Health: Programs must screen for mental health issues and provide or refer for needed services. CONTRACTOR shall notify Client's medical home provider of Client's admission to treatment within seven (7) days of admission and request medical

- 15. Physician Consultation: Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug interactions, or level of care considerations. ADMINISTRATOR will provide one or more physicians or pharmacists to provide consultation services.
- 16. Discharge Services: The process to prepare the Client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. CONTRACTOR shall provide or arrange for transportation of Clients to aftercare destination. CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal discharge plan with the Client no later than fourteen (14) calendar days prior to Client's successful completion of the program. The exit plan shall be completed and signed by CONTRACTOR staff and Client. The exit plan shall be documented in the Client's chart.
- 17. Recovery Services: Clients may access recovery services after completing their course of treatment to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telephoalth with the Client and may be provided anywhere in the community. Recovery services shall be made available to DMC-ODS beneficiaries when a Medical Director or LPHA has determined that recovery services are medically necessary in accordance with their individualized treatment plan. The components of Recovery Services are:
- a. Outpatient counseling services in the form of individual or group counseling to stabilize the Client and then reassess if the Client needs further care;
 - b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
 - c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
- d. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- e. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
 - f. Support Groups: Linkages to self-help and support, spiritual and faith-based support;
- g. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- 18. Food and Other Services: CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, and food service.

- 19. Support Services: CONTRACTOR shall provide housekeeping, which may be done by Clients; laundry access; and maintenance.
- 20. Health, Medical, Psychiatric and Emergency Services CONTRACTOR shall ensure that all persons admitted for Residential Treatment services have a health questionnaire completed using form DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.
- a. The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Client.
- 1) CONTRACTOR shall review and approve the health questionnaire form prior to Client's admission to the program. The completed health questionnaire shall be signed and dated by CONTRACTOR and Client, prior to admission.
 - 2) A copy of the questionnaire shall be filed in the Client's record.
- b. CONTRACTOR shall, based on information provided by Client on the health questionnaire form, refer Client to licensed medical professionals for physical and laboratory examinations as appropriate.
- 1) CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.
 - 2) A copy of the referral and clearance shall be filed in the Client's file.
- 3) CONTRACTOR shall provide directly or by referral: HIV education, voluntary, HIV antibody testing and risk assessment and disclosure counseling.
- 4) The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency and non-emergency services.
- 5) The programs shall post the name, address, and telephone number for the fire department, a crisis program, local law enforcement, and ambulance service.
- 6) CONTRACTOR shall provide TB services to the Clients by referral to the COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following:
 - a) Counseling with respect to TB;
- b) Testing to determine whether the individual has been infected and to determine the appropriate form of treatment;
- c) Provision for, or referral of, infected Clients for medical evaluation, treatment and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared prior to commencing treatment.
 - 21. Transportation Services
- a. COUNTY shall only pay for medical ambulance or medical van transportation to and from designated residential substance use disorder treatment programs or health facilities through the COUNTY's Medical Transportation Agreement under the following conditions:

- 1) Ambulance transportation shall be used for services requiring immediate attention for a Client due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.
- 2) When any Client needs non-emergency transportation as identified in Subparagraph 22.b below, and CONTRACTOR cannot transport Client due to unforeseen circumstances including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Client's physical condition and/or limitations.
- 3) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call Log to request transportation services from Ambulance Providers designated for transportation within the city of the CONTRACTOR's facility for each said month as identified on the log.
- 4) CONTRACTOR shall use its best efforts to contact Ambulance Providers identified on the Monthly Rotation Call Log as those providers who offer van transportation services if and when an ambulance is not required.
- 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service under this section by the COUNTY.
- b. Non-Emergency Transportation CONTRACTOR shall transport Client to locations that are considered necessary and/or important to the Client's recovery plan including, but not limited to, Social Security Administration offices for Supplemental Security Income benefits and for non-emergency medical or mental health services not identified in Subparagraph 22.a. above, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Client.
- J. RESIDENTIAL LEVELS OF CARE CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated Levels of Care:
- 1. 3.1 Clinically Managed Low-Intensity Residential Services: Services provided under a level 3.1 designation includes the following:
 - a. Clinical Component:
- 1) Planned clinical program activities (at least five (5) hours/week) directed to stabilize the Client's SUD symptoms, increase motivation, and develop recovery skills:
- 2) Counseling and clinical monitoring to support involvement in productive daily living activities;
 - 3) Drug Screening and monitoring of medication adherence;
- 4) Recovery support services, including support for the affected family addiction pharmacotherapy; and
 - 5) Residential Component:
 - a). Structured recovery environment with twenty-four (24) hour staffing;

1	b). Community nouse meetings and responsibilities to promote community
2	recovery concepts and norms; and
3	c). Introduction of Client to local recovery community and resources
4	b. Support Systems:
5	1) Telephone or in-person consultation with a physician and emergency services
6	available twenty-four (24) hours/day, seven (7) days/week;
7	2) Direct affiliations with other levels of care with close coordination of transfer to
8	more intensive levels of care, medication management, and housing services; and
9	3) Ability to arrange for needed procedures as appropriate to the severity and urgency
10	of the Client's condition—to include obtaining pharmacotherapy for psychiatric and anti-addiction
11	medications.
12	2. 3.3 – Clinically Managed Population Specific High-Intensity Residential Services: Services
13	provided under a Level 3.3 designation includes the following:
14	a. Clinical Component:
15	1) Daily clinical services to improve Client's ability to structure and organize adult
16	daily living tasks and succeed in productive daily activities such as work or school;
17	2) Clinical programming to stabilize Client's addiction symptoms and develop
18	recovery skills, which may include a range of cognitive and/or behavioral therapies administered on an
19	individual and group basis;
20	3) Drug Screening and monitoring of medication adherence; and
21	4) Recovery support services, including support for the affected family.
22	b. Assessment: Level 3.3 programs are to provide a thorough biopsychosocial assessment
23	c. Treatment Planning and Documentation
24	d. Support Systems:
25	1) Telephone or in-person consultation with a physician and emergency services
26	available twenty-four (24) hours/day, seven (7) days/week;
27	2) Direct affiliations with other levels of care with close coordination of transfer to
28	more intensive levels of care, medication management, and housing services; and
29	3) Medical, psychiatric, psychological, laboratory and toxicology services available
30	through consultation or referral.
31	3. 3.5 – Clinically Managed High-Intensity Residential Services: Services provided under a
32	Level 3.5 designation includes the following:
33	a. Planned, evidence-based clinical program activities (at least five (5) hours a week) and
34	professional services to stabilize addiction symptoms and develop recovery skills;
35	b. Daily organized programming to improve Client's ability to structure and organize
36	tasks of daily living and recovery;
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Services paragraph of this Exhibit A to the Agreement.

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VII. STAFFING

- A. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff member on-site at all times. Residential programs shall require twenty-four (24)-hour awake supervision.
- B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
- C. Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.
- D. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.
- E. Professional and Non-professional staff are required to have appropriate experience and any necessary training at the time of hiring.
- F. Registered and certified SUD counselors shall adhere to all requirements in the CCR, Title 9, Division 4, Chapter 8.
- G. Pursuant to the CCR, Title 9, Division 4, Chapter 8, Subchapter 2, at least thirty percent (30%) of CONTRACTOR staff providing counseling services shall be licensed or certified. All other counseling staff shall be registered.
- H. CONTRACTOR must have a Medical Director who, prior to the delivery of services under this AGREEMENT with COUNTY has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this AGREEMENT.
- I. CONTRACTOR's certification to participate in the DMC program shall automatically terminate in the event that the CONRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.
- J. VOLUNTEERS/INTERNS CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant to this Agreement, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related field or be participating in any state recognized counselor certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by interns or consistent with school or licensing Board requirements.

CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided, unless approved in advance by ADMINISTRATOR

K. STAFF CONDUCT – CONTRACTOR shall establish written Policies and Procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual conduct with Clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to the ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to this Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be posted in writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

L. STAFF/VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide preemployment "live scan" screening of any staff person providing services pursuant to this Agreement. All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. All staff shall be subject to sanction screening as referenced in the Compliance paragraph on a bi-annual basis. All staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department on an annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results must remain in staff file.

- 1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:
- a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under PC section 290;
- b. No person shall have been convicted of an arson offense Violation of PC sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
- c. No person shall have been convicted of any violent felony as defined in PC section 667.5, which involves doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;
 - d. No person shall be on parole or probation;
- e. No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and
- f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or residents at another treatment Facility.
- 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.

1	M. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff	f		
2	training shall be documented and maintained as part of the training plan.			
3	1. All personnel shall be trained or shall have experience which provides knowledge of the			
4	skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and			
5	effective job performance:			
6	a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of	f		
7	recovery;			
8	b. Housekeeping and sanitation principles;			
9	c. Principles of communicable disease prevention and control;			
10	d. Recognition of early signs of illness and the need for professional assistance;			
11	e. Availability of community services and resources;			
12	f. Recognition of individuals under the influence of alcohol and/or drugs;			
13	g. Principles of nutrition, food preparation and storage, and menu planning;			
14	2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all	1		
15	program staff including administrator, volunteers and interns having direct contact with Clients shal	1		
16	have:			
17	a. Annual County Compliance Training;			
18	b. A minimum of one (1) hour training in cultural competence;			
19	3. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:			
20	a. Training in the ASAM criteria prior to providing services;			
21	b. Annual provider training;			
22	c. DMC documentation training on an annual basis;			
23	d. Training in the two minimum evidence based practices utilized at the program;			
24	e. Naloxone Administration Training; and			
25	f. CPR Training.			
26	N. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for	r		
27	purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.			
28	O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the			
29	Staffing Paragraph of this Exhibit A to the Agreement.			
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EXHIBIT B

TO AGREEMENT FOR PROVISION OF ADULT RESIDENTIAL DRUG MEDI-CAL

SUBSTANCE USE DISORDER TREATMENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

G AND C SWAN INC HIS HOUSE / NEW CREATION JULY 1, 2019 THROUGH JUNE 30, 2022

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

- 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit B to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations) as they may exist now or be hereafter amended.
- 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.
- 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
- 4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
- 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre–empt any state statutes, rules, or regulations that are not otherwise pre–empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
- 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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

B. DEFINITIONS

- 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following Factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

- 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
- 8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural
- 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
- 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
- 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
- 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 16. "Technical safeguards" means the technology and the policy and procedures for its use that protect ePHI and control access to it.
- 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.
- 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 - C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:
- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

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- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.
- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

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- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

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- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph F; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Subparagraphs E, below;
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A–130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;
- 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

- 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140–2 certified algorithm

which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140–2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti–virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty–four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non–dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

- 1) Upper case letters (A–Z)
- 2) Lower case letters (a–z)
- 3) Arabic numerals (0–9)
- 4) Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22–M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800–88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re–authentication of the user session after no more than twenty (20) minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140–2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E–Mail.
- n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

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

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- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.
 - 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll–free telephone number, an e–mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)–(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow—up information after report to COUNTY, when such request is made by COUNTY.
- 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

- 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).
- 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

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I. OBLIGATIONS OF COUNTY

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- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
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- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
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- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

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

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J. BUSINESS ASSOCIATE TERMINATION

14 15 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

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

18 19 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

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

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

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b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C 1 TO AGREEMENT FOR PROVISION OF 2 ADULT RESIDENTIAL DRUG MEDI-CAL 3 SUBSTANCE USE DISORDER TREATMENT SERVICES 4 BETWEEN 5 COUNTY OF ORANGE 6 **AND** 7 G AND C SWAN INC HIS HOUSE / NEW CREATION 8 JULY 1, 2019 THROUGH JUNE 30, 2022 9 10 I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT 11 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in 12 effect or as amended. 13 A. DEFINITIONS 14 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall 15 include a "PII loss" as that term is defined in the CMPPA. 16 2. "Breach of the security of the system" shall have the meaning given to such term under the 17 CIPA, CCC § 1798.29(d). 18 3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS. 19 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database 20 maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or 21 acquired or created by CONTRACTOR in connection with performing the functions, activities and 22 services specified in the Agreement on behalf of the COUNTY. 23 5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS. 24 6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose 25 unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this 26 provision, identity shall include, but not be limited to, name, identifying number, symbol, or other 27 identifying particular assigned to the individual, such as a finger or voice print, a photograph or a 28 biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium. 29 7. "PII" shall have the meaning given to such term in the IEA and CMPPA. 30 8. "PI" shall have the meaning given to such term in CCC § 1798.3(a). 31 9. "Required by law" means a mandate contained in law that compels an entity to make a use 32 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court 33 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental 34 or tribal inspector general, or an administrative body authorized to require the production of 35 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of 36 participation with respect to health care providers participating in the program, and statutes or 37

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

B. TERMS OF AGREEMENT

- 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.
- 2. Responsibilities of CONTRACTOR CONTRACTOR agrees:
- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:
- 1) Complying with all of the data system security precautions listed in Subparagraph E of the Business Associate Contract, Exhibit E to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A–130, Appendix III–Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

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

- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit E to the Agreement.
- i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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Contract Summary Form

G And C Swan, Inc Agreement for Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services

SUMMARY OF SIGNIFICANT CHANGES

This is a new agreement resulting from a solicitation by the Health Care Agency on March 12, 2018.

SUBCONTRACTORS

This contract will include subcontractors for medical professionals required for the direct service of qualified Drug Medi-Cal participants.

CONTRACT OPERATING EXPENSES

Contracts do not include a specific budget, as services are reimbursed at established Fee-for-Service rates to a shared Maximum Obligation.

Maximum Obligation:

Period One Maximum Obligation: \$6,493,650
Period Two Maximum Obligation: 6,493,650
Period Three Maximum Obligation: 6,493,650
TOTAL MAXIMUM OBLIGATION: \$19,480,950

G And C Swan, Inc

COLTON (23950 Prado Lane & 11646 Encanto Lane, Colton, CA 92324)			
Mode of Service	Reimbursement Rate		
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$106.48	\$106.48	\$106.48
Residential Treatment 3.5 (per bed day)	\$127.48	\$127.48	\$127.48
Room and Board 3.1 (per bed day)	\$42.71	\$42.71	\$42.71
Room and Board 3.5 (per bed day)	\$40.55	\$40.55	\$40.55
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	\$26.17	\$26.17

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UPLAND (239 West 9 th Street, Upland, CA 91786)			
Mode of Service	ode of Service Reimbursement Rate		
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$108.94	\$108.94	\$108.94
Residential Treatment 3.5 (per bed day)	\$127.36	\$127.36	\$127.36
Room and Board 3.1 (per bed day)	\$47.50	\$47.50	\$47.50
Room and Board 3.5 (per bed day)	\$48.58	\$48.58	\$48.58
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	\$26.17	\$26.17

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Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001330

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)

DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026

Jeff Nagel (714) 834-7024

SUBJECT: Approve Agreement for Perinatal Drug Medi-Cal Substance Use Disorder Treatment

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 09/24/2019 #10, 07/16/2019 #10, 05/08/2018 #26

RECOMMENDED ACTION(S):

- 1. Approve the selection of and Agreement with The Teen Project, Inc., for provision of Perinatal Drug Medi-Cal Substance Use Disorder Treatment Services under the existing Master Agreement for the period March 1, 2020, through June 30, 2022, renewable for three additional one-year terms.
- 2. Authorize the Health Care Agency Director or designee, to execute the Agreement with The Teen Project Inc., as referenced in the Recommended Action above.

SUMMARY:

Approval of the selection of and Agreement with The Teen Project, Inc. under the existing Master Agreement for the provision of Perinatal Drug Medi-Cal Substance Use Disorder Treatment Services will increase options for Orange County adult females seeking perinatal substance use disorder treatment.

BACKGROUND INFORMATION:

The Department of Health Care Services (DHCS) received a Federal 1115 Waiver to develop a five-year demonstration project that expands Substance Use Disorder (SUD) services funded by Drug Medi-Cal

(DMC) in California. In 2016, the Health Care Agency (HCA) submitted a plan to DHCS to provide a continuum of SUD services, reimbursable under DMC, for residents of Orange County. DHCS approved the plan in December 2016 and on May 8, 2018, your Honorable Board of Supervisors (Board) approved the DMC Waiver with the state. As a result, HCA has been seeking agreements with various DMC-certified treatment providers in Orange County.

On March 12, 2018, HCA re-released the solicitation seeking qualified DMC organizations to provide SUD Residential Services for adults to establish two separate Master Agreements, one for non-perinatal residential services and one for perinatal residential services. On July 16, 2019, the Board approved the Master Agreement for the provision of Perinatal Residential Drug Medi-Cal Substance Use Disorder Treatment Services for the period of August 1, 2019, through June 30, 2022, with an annual aggregate maximum obligation of \$2,847,420. On the same Agenda Staff Report, the Board approved an individual agreement with Clean Path LLC.

In response to the solicitation, The Teen Project, Inc. submitted an application for both non-perinatal and perinatal services. On September 24, 2019, the Board approved the selection of, and agreement with The Teen Project, Inc. to provide non-perinatal residential services.

HCA is returning to the Board for approval of, and agreement with The Teen Project, Inc. to provide services under the existing perinatal residential Master Agreement, enabling their 18-bed facility to be used for both non-perinatal and perinatal adult females. The rates paid to The Teen Project, Inc. for perinatal services are higher than those under the non-perinatal agreement. The increased rate includes differences in programming, room for the child and staffing requirements. The proposed Agreement is essential to meet the need of the Drug Medi-Cal Organized Delivery System (DMC-ODS).

Perinatal residential services will address treatment and recovery issues specific to pregnant and postpartum women. There is a daily regimen and structured patterns of activities that are intended to build positive behavioral patterns within a community. Residential treatment services provide client-centered treatment, which is based on the client's and clinician's mutually agreed upon goals/objectives. Components include intake, treatment planning, individual and group counseling, educational sessions, collateral services, relapse prevention and case management. Childcare is provided onsite through a cooperative arrangement between the mothers. There will be supervision by a staff member that has expertise in child development. For adults, the length of residential services for all levels range from one to 90 days maximum unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Perinatal beneficiaries may receive a length of stay for the duration of their pregnancy and 60 days postpartum based on medical necessity. Only two non-continuous residential episodes of care for adults will be authorized in a one-year period. Providers must transition clients to the appropriate level of care as medical necessity dictates.

HCA staff have conducted due diligence on The Teen Project, Inc. Reference checks were satisfactory and completed with Healthright 360, the California Community Foundation and Long Beach Police Departments regarding similar projects. HCA worked collaboratively with cities to develop a good neighbor policy contained in the Agreement that is in effect for all DMC agreements. To date, HCA has not received any negative feedback from cities and HCA will continue to work with both cities and providers to support the policy.

HCA will return to the Board for approval of any new provider or location. Each individual Agreement will share the annual maximum obligation and funding among Board-approved providers, which will vary based on utilization.

In DMC-ODS, the American Society of Addiction Medicine categorizes residential treatment in distinct levels of care identified as Level 3.1 Clinically Managed Low-Intensity Residential Services and Level 3.5 Clinically Managed High-Intensity Residential Services. The County sought providers that provided treatment at the levels of 3.1 and 3.5 for residential treatment for adults, adolescents and perinatal services. The Teen Project, Inc. will provide both 3.1 and 3.5 level treatment at Vera's Sanctuary.

Contract providers are expected to perform effective residential substance abuse assessment, treatment and counseling to clients with identified alcohol and/or drug problems. Performance outcomes include:

- Client Evaluation of Self and Treatment (CEST) scores will be higher than national norms in the areas of perception of social support, peer support, counseling rapport, and treatment participation. The CEST is a self-administered survey completed at the midpoint of treatment (minimum of 45 days post-admission) and at discharge.
- Seventy-Five percent of clients completing treatment will report their life is more manageable than it was when they entered treatment.

The table below indicates the results of CEST for FY 2017-18 and preliminary FY 2018-19 for our current providers.

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Period	Average Scores on Subscales (10 to 50)					
	Desire for	Treatment	Counseling	Treatment	Peer	Social
	Help	Readiness	Rapport	Participation	Support	Support
HCA Adult	43.7	39.2	45.0	45.2	42.8	43.2
Residential						
(Preliminary						
FY 2018-19						
HCA Adult	44.1	42.1	45.2	45.6	44.2	43.4
Residential						
(FY 2017-18)						
National Norm	39.9	38.8	40.0	40.9	36.7	39.5

This Agreement includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

HCA requests that the Board approve the selection of and agreement with The Teen Project, Inc. for the provision of Perinatal DMC SUD Treatment Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

No additional funding is being requested at this time, however, should services need to be reduced or terminated due to lack of funding, these agreements contain language that allows HCA to give 90-day notice to either terminate or renegotiate the level of services provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Provision of Perinatal Drug Medi-Cal Substance Use Disorder Treatment Services with The Teen Project, Inc.

Attachment B - Contract Summary Form

AGREEMENT FOR PROVISION OF PERINATAL DRUG MEDI-CAL SUBSTANCE USE DISORDER TREATMENT SERVICES **BETWEEN COUNTY OF ORANGE AND** THE TEEN PROJECT, INC. AUGUST 1, 2019 THROUGH JUNE 30, 2022 THIS AGREEMENT entered into this 1st day of March 2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE TEEN PROJECT, INC. a non-profit (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR). WITNESSETH: WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Perinatal Drug Medi-Cal Substance Use Disorder Treatment Services described herein to the residents of Orange County; and WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth: NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows: //

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1		REFERENCED CONTRACT PRO	<u>DVISIONS</u>
2			
3	Term: August 1, 2019 through June 30, 2022		
4	Period One means	the period from August 1, 2019 through June	30, 2020
5	Period Two means	the period from July 1, 2020 through June 30,	2021
6	Period Three mean	s the period from July 1, 2021 through June 30	0, 2022
7			
8	Aggregate Maxim		
9	Period One	e Aggregate Maximum Obligation:	\$2,847,420
10	Period Tw	o Aggregate Maximum Obligation:	2,847,420
11	Period Thr	ree Aggregate Maximum Obligation:	2,847,420
12	TOTAL A	GGREGATE MAXIMUM OBLIGATION:	\$8,542,260
13			
14			
15		sement: Negotiated Rate	
16	Payment Method:	Monthly in Arrears	
17			
18	CONTRACTOR	DUNS Number: 03-111-9462	
19			
20	CONTRACTOR	ΓAX ID Number: 30-0421837	
21	N 4 COUNT	TY LOONED A CHOR	
22	Notices to COUNT	TY and CONTRACTOR:	
23	COLINITY	Communication of Communication	
24	COUNTY:	County of Orange	
25		Health Care Agency Contract Services	
26		405 West 5th Street, Suite 600	
27		Santa Ana, CA 92701–4637	
28 29		Santa Fina, CF 72701—4037	
30	CONTRACTOR:	Lauri L. Burns	
31		The Teen Project, Inc.	
32		22431 B160 Antonio Parkway #527	
33		Rancho Santa Margarita, CA 92688	
34		lauri@theteenproject.com	
35	//		
36	//		
37	//		

1			I. <u>ACRONYMS</u>
2	The	e following standard	I definitions are for reference purposes only and may or may not apply in
3	their en	tirety throughout thi	s Agreement:
4	A.	AES	Advanced Encryption Standard
5	В.	AOD	Alcohol and Other Drug
6	C.	ARRA	American Recovery and Reinvestment Act
7	D.	ASAM	American Society of Addiction Medicine
8	E.	ASRS	Alcohol and Drug Programs Reporting System
9	F.	BCP	Business Continuity Plan
10	G.	CalOMS	California Outcomes Measurement System
11	H.	CAP	Corrective Action Plan
12	I.	CCC	California Civil Code
13	J.	CCR	California Code of Regulations
14	K.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
15	L.	CEO	County Executive Office
16	M.	CESI	Client Evaluation of Self at Intake
17	N.	CEST	Client Evaluation of Self and Treatment
18	О.	CHHS	California Health and Human Services Agency
19	P.	CFR	Code of Federal Regulations
20	Q.	CHPP	COUNTY HIPAA Policies and Procedures
21	R.	CHS	Correctional Health Services
22	S.	CIPA	California Information Practices Act
23	T.	CMPPA	Computer Matching and Privacy Protection Act
24	U.	COI	Certificate of Insurance
25	V.	CSU	Crisis Stabilization Unit
26	W.	DATAR	Drug Abuse Treatment Access Report
27	X.	DHCS	Department of Health Care Services
28	Y.	D/MC	Drug/Medi–Cal
29	Z.	DMC ODS	Drug Medi-Cal Organized Delivery System
30	AA.	DoD	US Department of Defense
31	AB.	DPFS	Drug Program Fiscal Systems
32	AC.	DRP	Disaster Recovery Plan
33	AD.	DRS	Designated Record Set
34	AE.	DSM-5	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition
35	AF.	DSS	Department of Social Services
36	AG.	EBPs	Evidenced Based Treatment Practices
37	AH.	EHR	Electronic Health Records

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1	ı AI.	ePHI	Electronic Protected Health Information
2		EPSDT	Early Periodic Screening, Diagnostic and Treatment
3		FIPS	Federal Information Processing Standards
4		FTE	Full Time Equivalent
5		GAAP	Generally Accepted Accounting Principles
6	AN.	HCA	Health Care Agency
7	AO.	HHS	Health and Human Services
8	AP.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9			Law 104–191
10	AQ.	HITECH Act	The Health Information Technology for Economic and Clinical Health
11			Act, Public Law 111–005
12	AR.	HSC	California Health and Safety Code
13	AS.	ID	Identification
14	AT.	IEA	Information Exchange Agreement
15	AU.	IRIS	Integrated Records and Information System
16	AV.	ISO	Insurance Services Office
17	AW.	LPHA	Licensed Practitioner of the Healing Arts
18	AX.	MAT	Medication Assisted Treatment
19	AY.	NIST	National Institute of Standards and Technology
20	AZ.	NPI	National Provider Identifier
21	BA.	NPPES	National Plan and Provider Enumeration System
22	BB.	OCPD	Orange County Probation Department
23	BC.	OCR	Office for Civil Rights
24	BD.	OIG	Office of Inspector General
25	BE.	OMB	Office of Management and Budget
26	BF.	OPM	Federal Office of Personnel Management
27	BG.	P&P	Policy and Procedure
28	BH.	PA DSS	Payment Application Data Security Standard
29	BI.	PC	State of California Penal Code
30	BJ.	PCI DSS	Payment Card Industry Data Security Standard
31	BK.	PHI	Protected Health Information
32	BL.		Personally Identifiable Information
33	BM.		Personal Information
34		RPC	Residential Placement Coordinator
35		RTS	Residential Treatment Services
36		SIR	Self–Insured Retention
37	BQ.	SMA	Statewide Maximum Allowance

I	BR. STC	Special Terms and Conditions
	BS. SUD	Substance Use Disorder
	BT. TB	Tuberculosis
	BU. UMDAP	Uniform method of Determining Ability to Pay
	BV. USC	United States Code

II. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

- A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
- 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.
- 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:

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- a. Designation of a Compliance Officer and/or compliance staff.
 - b. Written standards, policies and/or procedures.
 - c. Compliance related training and/or education program and proof of completion.
 - d. Communication methods for reporting concerns to the Compliance Officer.
 - e. Methodology for conducting internal monitoring and auditing.
 - f. Methodology for detecting and correcting offenses.
 - g. Methodology/Procedure for enforcing disciplinary standards.
 - 3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.
 - 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.
 - 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.
 - B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the

California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

- 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).
 - 2. An Ineligible Person shall be any individual or entity who:
- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.
- 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
- 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction

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screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

- C. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.
- 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
- D. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
 - 3. Such training will be made available to each Covered Individual annually.
- 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
- 5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
 - E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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- 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.
- 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.
- 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
- 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.
- 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.
- 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.
- 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).
- F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

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

- C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.
- D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations regarding confidentiality.
- E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and security, and shall include them in all subcontracts.
- F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of its computer system.

VI. CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for Period One, Period Two and Period Three, or for a portion thereof to COUNTY no later than forty–five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost

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centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

- 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.
- b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
- 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall extensions be granted for more than seven (7) calendar days.
- 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.
- B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed the negotiated rate as specified in the Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment

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made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

- D. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Agreement.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and any late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, then COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the COUNTY's Total Aggregate Maximum Obligation and separate non-Medi-Cal Aggregate Maximum Obligation and Medi-Cal Aggregate Maximum Obligation.
- F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

Signed	
Name	
Title	
Date	

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONTRACTOR certifies that it and its principals:
- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
- 6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

IX. <u>DELEGATION</u>, <u>ASSIGNMENT</u>, <u>AND SUBCONTRACTS</u>

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.
- 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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- 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
- 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
- 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.
- 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Agreement.
- C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.
- 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.
- 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

- 4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

X. <u>DISPUTE RESOLUTION</u>

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:
- 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.
- 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.
- C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

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

XI. EMPLOYEE ELIGIBILITY VERIFICATION

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

XII. EQUIPMENT

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

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

- C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.
- D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.
- F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.
- G. Unless this Agreement is followed without interruption by another agreement between the Parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.
- H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

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

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

- B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.
 - F. QUALIFIED INSURER

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- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$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 aggregate \$1,000,000 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

- 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
- 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.
 - REQUIRED ENDORSEMENTS

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- 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
- a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange*, its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:
- a. An Additional Insured endorsement naming the *County of Orange*, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- b. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-ins8urance maintained by the County of Orange shall be excess and non-contributing.
- J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange*, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
- L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.
- O. If CONTRACTOR's Professional Liability, and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

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- P. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- Q. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
- S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- U. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

V. SUBMISSION OF INSURANCE DOCUMENTS

- 1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
- 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

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CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
- 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. <u>INSPECTIONS AND AUDITS</u>

- A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

- 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
- 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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- D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.
- E. ADMINISTRATOR shall inform providers and CONTRACTOR, at the time they enter into a contract, of the following:
- 1. Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.
- 2. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filling.
 - 3. The availability of assistance to the beneficiary with filling grievances and appeals.
- 4. The beneficiary's right to request continuation of benefits that the ADMINISTRATOR seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.
- 5. The conduction of random reviews to ensure beneficiaries are being notified in a timely manner.
- F. CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal/Drug Medi-Cal enrollees, Medi-Cal/Drug Medi-Cal-related activities, services and activities furnished under the terms of the Agreement or determinations of amounts payable available at any time for inspection, examination of copying by the State, CMS, HHS Inspector General, the Unites States Comptroller General, their designees, and other authorized federal and state agencies. (42 CFR §438.3(h)) This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 CFR §438.230(c)(3)(iii).) The State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk, then. (42 CFR §438.230(c)(3)(iv).)

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XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the

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pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers

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and exemptions. Said inability shall be cause for termination of this Agreement. In addition, all treatment providers will be certified by the State Department of Health Care Services as a Drug Medi–Cal provider and must meet any additional requirements established by COUNTY as part of this certification.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:
 - 1. ARRA of 2009.
 - 2. Trafficking Victims Protection Act of 2000.
 - 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
 - 4. CCC §§1798.80 through 1798.84, Customer Records.
 - 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
- 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
 - 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
 - 9. HSC, §11876, Narcotic Treatment Programs.
 - 10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
 - 11. Code of Federal Regulations, Title 42, Public Health.

1	12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
2	13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
3	14. 41 CFR 50, Public Contracts and Property Management.
4	15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
5	16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
6	prevention and treatment block grants and/or projects for assistance in transition from homelessness
7	grants.
8	17. 45 CFR 93, New Restrictions on Lobbying.
9	18. 45 CFR 96.127, Requirements regarding Tuberculosis.
10	19. 45 CFR 96.132, Additional Agreements.
11	20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
12	21. 45 CFR 160, General Administrative Requirements.
13	22. 45 CFR 162, Administrative Requirements.
14	23. 45 CFR 164, Security and Privacy.
15	24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
16	25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
17	26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
18	Contracting and Financial Transactions.
19	27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
20	National Institute on Drug Abuse.
21	28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
22	Administration.
23	29. 42 USC §290dd-2, Confidentiality of Records.
24	30. 42 USC §1320(a), Uniform reporting systems for health services facilities and
25	organizations.
26	31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
27	32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
28	33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
29	34. 42 USC §2000d, Civil Rights Act pf 1964.
30	35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
31	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
32	36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
33	Grants Policy Statement (10/13).
34	37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
35	Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
36	38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
37	Manual.

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- 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug 1 Program Certification Standards, March 2004. 2 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 3 77143(a). 4 41. State of California, Department of Health Care Services ASRS Manual. 5 42. State of California, Department of Health Care Services DPFS Manual. 6 43. HSC §123145. 7 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j). 8 45. D/MC Certification Standards for Substance Abuse Clinics, July 2004. 9 46. D/MC Billing Manual (March 23, 2010). 10 47. Federal Medicare Cost reimbursement principles and cost reporting standards. 11 48. State of California-Health and Human Services Agency, Department of Health Care 12 Services, MHSD, Medi-Cal Billing Manual, October 2013. 13 49. Orange County Medi-Cal Mental Health Managed Care Plan. 14 50. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions, 15 August 2015. 16 51. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8. 17 52. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E). 18 53. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C). 19 54. Standards for Drug Treatment Programs (October 21, 1981) (Document 2F); 20 55. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; 21 22 56. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

57. Title 9, CCR, Section 1810.435.

58. Title 9, CCR, Section 1840.105.

XVII. <u>LITERATURE</u>, ADVERTISEMENTS, AND SOCIAL MEDIA

- A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.
- B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
- C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement,

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- CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.
- D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.
- E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in HSC, §11999-11999.3.

XVIII. MAXIMUM OBLIGATION

- A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Aggregate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.
- B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Agreement be paid no less than the greater of the federal or California Minimum Wage.
- B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

- 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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

- 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 - 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.
- 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- a. COUNTY shall establish a formal resolution and grievance process in the event grievance is not able to be resolved at point of service.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of \$504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable,

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as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XXI. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:
- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
 - 2. When faxed, transmission confirmed;
 - 3. When sent by Email; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
- D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

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

- B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.
- 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

- a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
- b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
- c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.
- B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. PATIENT'S RIGHTS

- A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.
- B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

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- 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.
- 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.
- C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.
- D. No provision of this Agreement shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

XXV. RECORDS MANAGEMENT AND MAINTENANCE

- A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
- 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.
- 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.
- 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the

THE TEEN PROJECT, INC.

- extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.
- F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.
- H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:
- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
- 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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- J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
 - K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
 - L. CONTRACTOR shall obtain an NPI for each site identified as a location for providing contractual services. Provider's site NPIs must be submitted to the ADMINISTRATOR prior to rendering services to Clients. Contractors providing direct or indirect services for State reporting must also submit rendering (individual) provider NPIs to ADMINISTRATOR for each staff member providing Medi–Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with ADMINISTRATOR in advance of providing services to Clients. It is the responsibility of each contract provider site and individual staff member that bills Medi–Cal to obtain an NPI from the NPPES. Each contract site, as well as every staff member that provides billable services, is responsible for notifying the NPPES within 30 calendar days of any updates to personal information, which may include, but is not limited to, worksite address, name changes, taxonomy code changes, etc.

XXVI. RESEARCH AND PUBLICATION

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

XXVII. REVENUE

- A. CLIENT FEES CONTRACTOR shall not charge a fee to DMC beneficiaries to whom services are provided pursuant to this Agreement, their estates and/or responsible relatives, unless a Share of Cost is determined per Medi-Cal eligibility.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges. An Assignment of Benefits must be present in a Participant's file when applicable.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

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XXVIII. SEVERABILITY

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

XXIX. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
- 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 - 8. Severance pay for separating employees.
- 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- 10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 11. Satisfying any expenditure of non–federal funds as a condition for the receipt of federal funds (matching).
 - 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.
- 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the Controlled Substance Act (21 USC 812).

- 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.
 - 16. Assisting, promoting, or deterring union organizing.
 - 17. Providing inpatient hospital services or purchasing major medical equipment.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Funding travel or training (excluding mileage or parking).
- 2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 - 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
- C. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the affected Party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations imposed after the fact.

XXX. STATUS OF CONTRACTOR

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

XXXI. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless

37 || Agreement shall terminate as specified in the Ro

otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XXXII. TERMINATION

- A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.
- B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.
- C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

E. CONTINGENT FUNDING

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

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THE TEEN PROJECT, INC.

- a. The continued availability of federal, state and county funds for reimbursement of
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- F. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Aggregate Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
- G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Until the date of termination, continue to provide the same level of service required by this
- 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.
- 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
- 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
- 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.
- 9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

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termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

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

XXXIII. THIRD-PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third-parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXIV. WAIVER OF DEFAULT OR BREACH

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

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1	IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,				
2	State of California.				
3					
4	THE TEEN PROJECT, INC.				
5	—DocuSigned by:	12 /0 /2010			
6	BY: _ lauri burns	DATED:			
7	2A/688F0582/4AD				
8	TITLE:Executive Director				
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11	BY:	DATED:			
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13	TITLE:				
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17	COUNTY OF ORANGE				
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19		D. A. ETELD			
20	BY:	DATED:			
21	HEALTH CARE AGENCY				
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36	If the contracting Party is a corporation, two (2) signatures are required: one (1) signature and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Offi	icer or any Assistant Treasurer. If the contract is signed by one (1)			
37	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.				

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THE TEEN PROJECT, INC.

1	EXHIBIT A		
2	TO AGREEMENT FOR PROVISION OF		
3	PERINATAL DRUG MEDI-CAL		
4	SUBSTANCE USE DISORDER TREATMENT SERVICES		
5	BETWEEN		
6	COUNTY OF ORANGE		
7	AND		
8	THE TEEN PROJECT, INC.		
9	AUGUST 1, 2019 THROUGH JUNE 30, 2022		
10			
11	I. COMMON TERMS AND DEFINITIONS		
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 this Agreement.		
14	1. AB109 means services for those Clients deemed eligible by Assembly Bill 109, Public		
15	Safety Realignment, under which the Client's last offense was non-violent, non-sexual, and non-serious.		
16	2. <u>AB109 Supervision</u> means an offender released from prison to OCPD, or sentenced under		
17	AB109 and is doing their incarceration in jail instead of prison.		
18	3. ASAM Criteria is a comprehensive set of guidelines for placement, continued stay and		
19	transfer/discharge of Clients with addiction and co-occurring conditions.		
20	4. ASAM-Designated Levels of Care means a designation that is issued by DHCS to a		
21	residential program based on the services provided at the facility. For the purposes of this Agreement,		
22	CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated		
23	Levels of Care:		
24	a. 3.1 – Clinically Managed Low-Intensity Residential Services means a twenty-four (24)		
25	hour structure with available trained personnel; at least seven (7) hours of clinical service/week and		
26	preparation for outpatient treatment.		
27	b. <u>3.3 – Clinically Managed Population-Specific High-Intensity Residential Services</u>		
28	means a twenty-four (24) hour structured living environment in combination with high-intensity clinical		
29	services for clients with significant cognitive impairment		
30	c. <u>3.5 – Clinically Managed High-Intensity Residential Services</u> means a twenty-four (24)		
31	hour residential care for clients who require a twenty-four (24) hour supportive treatment environment		
32	in order to develop sufficient recovery skills to avoid relapse or continued AOD use. It will include at		
33	least fourteen (14) hours of structured clinical service/week.		
34	5. <u>Bed Day</u> means one (1) calendar day during which CONTRACTOR provides Residential		
35	Treatment Services as described in Exhibit A of the Agreement. A Bed Day will include the day of		
36	admission; but, not the day of discharge. If admission and discharge occur on the same day, one (1) Bed		
37	Day will be charged.		

- 6. <u>CalOMS</u> is a statewide Client-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and drug treatment services at the State, COUNTY, and provider levels.
- 7. <u>Case Management</u> means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
- 8. <u>CESI/CEST</u> are self-administered survey instruments designed to assess Clients' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.
- 9. <u>Client</u> means a person who has a substance use disorder, for whom a COUNTY-approved intake and admission for Residential Treatment Services as appropriate have been completed pursuant to this Agreement.
- 10. <u>Clinical Component</u> means services designed to improve a Client's ability to structure and organize tasks of daily living and recovery.
- 11. <u>Completion</u> means the completion of the Residential Treatment Services program whereby the Client has successfully completed all goals and objectives documented in the Client's treatment plan within the maximum authorized length of stay authorized by ADMINISTRATOR.
- 12. <u>Co-Occurring</u> is when a person has at least one substance use disorder and one mental health disorder that can be diagnosed independently of each other.
- 13. <u>DATAR</u> is the DHCS system used to collect data on SUD treatment capacity and waiting lists.
- 14. <u>EPSDT</u> means the federally mandated Medicaid benefit that entitles full-scope Medi-Calcovered beneficiaries less than twenty-one (21) years of age to receive any Medicaid service necessary to correct or help to improve a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.
- 15. <u>Incidental Medical Services</u> means optional services, approved by DHCS to be provided at a licensed adult alcoholism or drug use residential treatment facility by or under the supervision of a LPHA that addresses medical issues associated with either detoxification or substance use.
- 16. <u>Intake</u> means the initial face-to-face meeting between a Client and CONTRACTOR staff in which specific information about the Client is gathered including the ability to pay and standard admission forms pursuant to this Agreement.
- 17. <u>IRIS</u> is a collection of applications and databases that serve the needs of programs within HCA and includes functionality such as registration and scheduling, laboratory information system, invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.
- 18. <u>Linkage</u> means connecting a Client to ancillary services such as outpatient and/or residential treatment and supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services.

- 19. <u>LPHA</u> means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.
- 20. <u>MAT Services</u> means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole Client approach to treating substance use disorders
 - 21. Perinatal means the condition of being pregnant or Postpartum.
- 22. <u>Perinatal Residential Treatment Services</u> means AOD treatment services that are provided to a woman, eighteen (18) years and older, who is pregnant and/or has custody of dependent children up to twelve (12) years of age, in her care; who has a primary problem of substance use disorder, and who demonstrates a need for perinatal substance use disorder residential treatment services. Services are provided in a twenty-four (24) hour residential program. These services are provided in a non-medical, residential setting that has been licensed and certified by DHCS to provide perinatal services.
- 23. <u>Postpartum</u> means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- 24. <u>Recovery Services</u> means billable services available after the client has completed a course of treatment. Recovery services emphasize the client's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients.
- 25. <u>Residential Treatment Authorization</u> means the approval that is provided by the county for a Client to receive residential services after the DSM and ASAM Criteria are reviewed to ensure that the beneficiary meets the requirements for the service. Decisions for service authorization are provided within twenty-four (24) hours of the authorization request being submitted by the CONTRACTOR.
- 26. <u>RTS</u> means alcohol and other drug treatment services that are provided to Clients at a twenty-four (24) hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, residential setting that has been licensed and certified by DHCS.
- 27. <u>Self-Help Meetings</u> means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal or healing or recovery.
- 28. <u>Structured Therapeutic Activities</u> means organized program activities that are designed to meet treatment goals and objectives for increased social responsibility, self-motivation, and integration into the larger community. Such activities would include participation in the social structure of the residential program. It also includes the Client's progression, with increasing levels of responsibility and

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independence through job and other assignments culminating in employment seeking and employment-initiation activities in the community.

- 29. <u>SUD</u> means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.
 - 30. Token means the security device which allows an individual user to access IRIS.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. GENERAL REQUIREMENTS

- A. MEETINGS CONTRACTOR's Executive Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.
 - B. ALCOHOL AND/OR DRUG SCREENING
- 1. CONTRACTOR shall have a written policy and procedure statement regarding drug screening that includes random drug and/or alcohol screen at a minimum of one (1) time per month for the first thirty (30) calendar days and two (2) times per month for the remaining term of the agreement for all Clients. All urine specimen collections shall be observed by same-sex staff. This policy shall be approved by ADMINISTRATOR. A Client shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they meet all other criteria for admission. CONTRACTOR shall:
- a. Establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening; and,
 - b. Assure that all urine specimen collections shall be observed by same-sex staff.
 - c. Document results of the drug screening in the Client's record.
- 2. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Clients. Such testing shall be provided at COUNTY's expense. For tests not already covered in the County-contracted laboratory agreement, CONTRACTOR must receive approval from ADMINISTRATOR prior to using COUNTY-contracted laboratory for drug screenings.
- 3. In the event that any Client receives a drug test result indicating any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Client record. CONTRACTOR shall notify ADMINISTRATOR within two (2) business days of receipt of such test results via an incident report indicating the corrective action to be taken by the Client if the Client is allowed to remain in the program.
- C. CESI/CEST CONTRACTOR shall have all Clients complete the CESI at the time of intake. The CEST shall be completed at mid-point and at completion, and information incorporated in the formulation of treatment plan.

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- 1. CONTRACTOR shall ensure that surveys are completed as designated by ADMINISTRATOR and accurately by designated Clients. This includes, but is not limited to, ensuring surveys contain CONTRACTOR number, Client ID number, responses to all psychosocial questions, along with other important Client and CONTRACTOR information, and fields filled and/or marked appropriately.
- 2. CONTRACTOR shall photocopy the CESI and CEST surveys, place them in Client files, and submit the originals to ADMINISTRATOR once a month, by the tenth (10th) calendar day of each month.
- 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST, reporting, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or amended in the future, for the review, use and analysis of the CESI and CEST.
- D. CULTURAL COMPETENCY CONTRACTOR shall provide culturally competent services. CONTRACTORs must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services must be available for beneficiaries, as needed. CONTRACTOR shall maintain documentation of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
- E. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.
 - F. POSTINGS CONTRACTOR shall post the following in a prominent place within the facility:
 - 1. State Licensure and Certification
 - 2. Business License
 - 3. Conditional Use Permit (if applicable)
 - 4. Fire clearance
 - 5. Client rights
 - 6. Grievance procedure
 - 7. Employee Code of Conduct
 - 8. Evacuation floor plan
 - 9. Equal Employment Opportunity notices

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- 10. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service.
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- public health, social services and where to apply for determination of eligibility for Federal, State, or County entitlement programs.
 - 12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

11. List of resources within community which shall include medical, dental, mental health,

- G. NO PROSELYTIZING POLICY CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religious creed or cult, denomination or sectarian institution, or religious belief.
- H. AUTHORITY CONTRACTOR shall recognize the authority of OCPD as officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program of substance use disorder residential services.
- I. NON-SMOKING POLICY CONTRACTOR shall establish a written non-smoking policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify that the facility is "smoke free" and that designated smoking areas are outside the visiting areas at the facility.
- J. CLIENT SIGN IN/OUT LOG AND SCHEDULE CONTRACTOR shall maintain a resident sign in/out log for all residents, which shall include, but not be limited to, the following:
 - 1. Client's schedule for treatment, work, education or other activities;
 - 2. Location and telephone number where the Client may be reached; and
 - 3. Requirement for all Clients to notify the program of any change in his/her schedule.
- K. GOOD NEIGHBOR POLICY CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints, staff contact information available to neighboring residents and complaint procedures. CONTRACTOR shall also contact city management in each city where Client services are provided to inform them of the nature of the services provided under this Agreement. CONTRACTOR shall work collaboratively with city management to resolve any concerns regarding community relations.
- L. VISITATION POLICY CONTRACTOR shall establish a written Visitation Policy, which shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the following:
 - 1. Sign in logs;
 - 2. Visitation hours; and
 - 3. Designated visiting areas at the Facility.

- M. TRANSGENDER POLICY CONTRACTOR shall establish a written Transgender Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, the following:
 - 1. Admission
 - 2. Housing arrangement
 - 3. Bathroom privacy
 - 4. Drug testing
- N. MEDICATION POLICY CONTRACTOR shall establish a written Medication Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to the securing, handling, and administration of medication(s) prescribed to the Client. The policy shall address Medications that are prescribed for substance and mental health disorders and medications disallowed by CONTRACTOR. Clients shall be allowed to have Medications during their stay with the program, and/or to have the ability to get refill(s).
- O. OPIOID OVERDOSE EMERGENCY TREATMENT CONTRACTOR shall have available at each program site at minimum one (1) Naloxone Nasal Spray for the treatment of known or suspected opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone Nasal Spray. Naloxone Nasal Spray is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.
- P. TOKENS ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.
- 1. CONTRACTOR recognizes that a Token is assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.
- 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff member to whom each is assigned.
- 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.
- 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
 - a. Token of each staff member who no longer supports this Agreement.
 - b. Token of each staff member who no longer requires access to IRIS.
 - c. Token of each staff member who leaves employment of CONTRACTOR.
 - d. Tokens malfunctioning.
- 5. ADMINISTRATOR will issue Tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the General Requirements Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

- A. BASIS FOR REIMBURSEMENT As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other COUNTY CONTRACTORs for all substance use disorder treatment services for substance users shall not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state, COUNTY or OCPD, ADMINISTRATOR may elect to reduce COUNTY'S Aggregate Maximum Obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.
- 1. For Medi-Cal services provided pursuant to the Agreement, COUNTY shall claim reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are eligible.
- 2. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a monthly basis. ADMINISTRATOR shall review billing and remit to Accounting for submission to the State Medi-Cal unit.
- 3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) days of written notification by COUNTY.

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Modes of Service	PERIOD ONE	Reimbursement Rate PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$116.94	\$116.94	\$116.94
Residential Treatment 3.5 (per bed day)	\$128.57	\$128.57	\$128.57
Room and Board 3.1 (per bed day)	\$83.22	\$83.22	\$83.22
Room and Board 3.5 (per bed day)	\$88.91	\$88.91	\$88.91
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	\$26.17	\$26.17

- B. PAYMENT METHOD COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Aggregate Maximum Obligation. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.
- C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Agreement. Invoices received after the due date may not be paid in accordance with Subparagraph II.B of this Exhibit A to the Agreement.
- D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
- E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Agreement.

- F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement.
- G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter Units of Service into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation of duties between the individual performing direct services (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.
- H. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service into COUNTY IRIS system. ADMINISTRATOR shall withhold payment for non-compliant Units of Service, and may reduce, withhold or delay any payment associated with non-compliant billing practices.
- I. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.
- J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. RECORDS

- A. FINANCIAL RECORDS CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with generally accepted accounting principles.
- 1. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally accepted accounting principles.
- 2. CONTRACTOR shall account for funds provided through this Agreement separately from other funds, and maintain a clear audit trail for the expenditure of funds.
- 3. CLIENT FEES Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for Medi-Cal beneficiaries.
- B. CLIENT RECORDS CONTRACTOR shall maintain adequate records in accordance with the licensing authority, DHCS, the COUNTY Guidelines, and CCR, Title 22, related to DMC on each

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THE TEEN PROJECT, INC.

- individual Client in sufficient detail to permit an evaluation of services, which shall include, but not limited to:
 - 1. Documentation of ADMINISTRATOR's Residential Treatment Authorization for Residential Treatment Services.
 - 2. Documentation that RTS for substance use disorders are appropriate for the Client. This shall include initial medical necessity determination for the DMC-ODS benefit performed through a face-to-face review by a LPHA. Additionally the ASAM Criteria assessment will be applied to determine placement into the level of assessed services and documented in the Client record.
 - 3. Intake and admission data, including, if applicable, a physical examination;
 - 4. Treatment plans;
 - 5. Reassessments of client functioning based on ASAM criteria;
 - 6. Progress notes;
 - 7. Continuing services justifications;
 - 8. Laboratory test orders and results;
 - 9. Referrals;
 - 10. Counseling notes;
 - 11. Discharge plan;
 - 12. Discharge summary;
 - 13. Any other information relating to the treatment services rendered to the Client; and
 - 14. A sign-in sheet for every group counseling session.
 - C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A to the Agreement.

V. REPORTS

A. MONTHLY PROGRAMMATIC

- 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR. These monthly programmatic reports should be submitted to ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month.
- 2. CONTRACTOR shall be responsible for including in the monthly programmatic report any problems in implementing the provisions of this Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included.
- 3. FOLLOW-UPS CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions

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to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at minimum shall include current substance use.

B. FISCAL

- 1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by ADMINISTRATOR and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. CONTRACTOR shall submit these reports by no later than twenty (20) calendar days following the end of the month reported.
- 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports
- C. MONTHLY IRIS CONTRACTOR shall input all Units of Service provided in COUNTY's IRIS database for the preceding month no later than the fifth (5th) calendar day of the month following the report month.
- D. CalOMS CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7) calendar days of Client discharge. CONTRACTOR shall run a CalOMS error report and correct any errors within two (2) business days of submitting the CalOMS admission or discharge, and continue to recheck until error free.
- E. MONTHLY DATAR CONTRACTOR shall provide reports under the DATAR, and/or any other State reporting system in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following the report month.
- F. ADDITIONAL REPORTS CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of the information requested and the timeframe the information is needed.
- G. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of said psychometrics.

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- H. CONTRACTOR agrees to submit reports as required by the ADMINISTRATOR and/or the State.
- I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

VI. SERVICES

A. FACILITY – CONTRACTOR shall operate a DHCS licensed perinatal substance use disorder residential treatment facility in accordance with the standards established by COUNTY and the State within the specifications stated below, unless otherwise authorized by the ADMINISTRATOR. Program shall have DMC certification and must be designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services may be provided in facilities with no bed capacity limit. The environment shall be healthy and safe and the facility shall be clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day, three hundred sixty-five (365) days a year. The facility will have, at a minimum: a kitchen, dining room, and laundry facilities, with enough space for leisure time and group activities. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

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20331 Flanagan Rd., Trabuco Canyon, CA 92679 20371 Flanagan Rd., Trabuco Canyon, CA 92679

B. LENGTH OF STAY

- 1. Adults, ages twenty-one (21) and over, may receive no more than (2) residential treatment episodes per three hundred sixty-five (365) day period. A residential treatment episode is defined as one (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days if medically necessary per three hundred sixty-five (365) day period. An adult Client may receive one thirty (30) day extension, with prior authorization, if that extension is medically necessary, per three hundred sixty-five (365) day period.
- 2. Adolescents, under the age of twenty-one (21), shall receive continuous residential services for a maximum of thirty (30) days. Adolescent beneficiaries may receive up to a thirty (30) day extension if that extension is determined to be medically necessary by Medical Director or LPHA. Adolescent beneficiaries are limited to one extension per year. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment.
- 3. If determined to be medically necessary, perinatal beneficiaries may receive longer lengths of stay than those described above, in accordance with State perinatal guidelines.

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4. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may reimburse CONTRACTOR to hold a Client's bed during a temporary absence. A temporary absence will be five (5) days or less pre-approved by the ADMINISTRATOR during which the Client is absent from the program due to a brief hospitalization for physical or mental health condition including detoxification, family death or emergency, or flash incarceration. A temporary absence bed day hold will not necessitate a new treatment authorization or CalOMS treatment episode and days bed is held will not count toward the ninety (90) day maximum allowed for the treatment episode.

C. PERSONS TO BE SERVED – CONTRACTOR shall only serve adult women, ages eighteen (18) years or older, who are not in need of detoxification services, who are pregnant and/or have custody of their dependent children up to twelve (12) years of age, in their care; who have abstained from substance use for at least twenty-four (24) hours who have a problem of SUD, and who demonstrate a need for Perinatal Residential SUD Treatment Services based on ASAM Criteria. CONTRACTOR shall also serve those women eighteen (18) years or older who are in the process of reunification with their children. Prospective Clients with dependent children over the age of twelve (12) years may be admitted upon written approval of ADMINISTRATOR. In order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria, as outlined below.

D. MEDI-CAL ELIGIBILITY- MEDICAL NECESSITY

- 1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients. The verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for services, unless the individual is eligible to receive services from tribal health programs operating under the Indian Self Determination and Education Assistance Act (ISDEAA Pub.L 93-638, as amended) and urban Indian organizations operating under Title V of the IHCIA. If the individual is eligible to receive services from tribal health programs operating under the ISDEAA, then the determination shall be conducted as set forth in the Tribal Delivery System Attachment BB to the STCs.
- 2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit must be performed through a face-to-face review or telehealth by a LPHA. After establishing a diagnosis, the ASAM Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services. In residential treatment the ASAM criteria will be reapplied at thirty (30) days after admission and sixty (60) days after admission to reassess for appropriate level of care. It shall also be used to justify a treatment extension request if appropriate.
- 3. Medical necessity for an adult [an individual age twenty-one (21) and over] is determined using the following criteria:
- a. The individual must have received at least one diagnosis from the DSM for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders;

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- b. The individual must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
- 4. Individuals under age twenty-one (21) are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age twenty-one (21) are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority.
- 5. Medical necessity for an adolescent individual (an individual under the age of twenty-one (21)) is determined using the following criteria:
 - a. The adolescent individual must be assessed to be at risk for developing a SUD; and
 - b. The adolescent individual must meet the ASAM adolescent treatment criteria.

E. ADMISSIONS

- 1. CONTRACTOR shall accept any person with Orange County Medi-Cal; and who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications.
- 2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding request for service into an access log established by ADMINISTRATOR.
- 3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.
- 4. CONTRACTOR shall have a policy that requires a Client who shows signs of any communicable disease or through medical disclosure during the intake process admits to a health related problem that would put others at risk, to be cleared medically before services are provided.
- 5. Admission Policy CONTRACTOR shall establish and make available to the public a written Admission Policy. ADMINISTRATOR may revise Admission Policy due to funding. Admission Policy shall include, but not be limited to the following treatment priorities:
 - a. First priority for admission shall be given to pregnant injection drug users.
 - b. Second priority for admission is pregnant substance abusers.
 - c. Third priority for admission is injection drug users.
- 6. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county regulations. CONTRACTOR shall have the right to refuse admission of a person only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies with the Nondiscrimination provisions of this Agreement. CONTRACTOR shall not admit any Client with

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- outstanding warrants. Staff shall review OC Sheriff Department website for any warrants in Orange County, prior to admission.
- 7. Any woman who is pregnant upon admission or discovers she is pregnant after admission, shall be under the care of a qualified physician and will have regular prenatal and post–partum care for herself and her child(ren) through her Medi-Cal or her private health benefits.
- 8. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.

F. RESIDENTIAL TREATMENT AUTHORIZATION

- 1. All residential treatment admissions require prior authorization from the ADMINISTRATOR.
- 2. Prior to requesting authorization CONTRACTOR shall conduct a brief ASAM screening provided by ADMINISTRATOR to predetermine level of care needed.
- 3. CONTRACTOR will notify the HCA BHS RPC if the initial screening indicates residential treatment is appropriate. HCA BHS maintains a centralized referral list and a daily count of available beds. The RPC will ensure the Client enters treatment as quickly as possible by designating placement at the program with an available bed (unless the Client is requesting a specific program). CONTRACTOR shall maintain a list of individuals who have been screened with the brief ASAM and are appropriate for residential treatment.
- 4. Admission into a residential bed shall require a LPHA to verify medical necessity once placed with CONTRACTOR. CONTRACTOR shall complete the DSM diagnosis and ASAM criteria assessment level of care determination to ensure that the Client meets the requirements for residential treatment.
- 5. If it is determined during the ASAM criteria assessment that a different level or type of treatment is more appropriate to meet a Client's needs, a referral will be made to an appropriate provider by CONTRACTOR. Information will be shared between programs in compliance with 42 CFR Part 2 requirements.
- 6. If it is determined at the time of brief screening or after assessing the beneficiary that the medical necessity criteria, pursuant to DMC-ODS Special Terms and Conditions (STCs) 128 (e), has not been met, then a written Notice of Adverse Benefit Determination shall be issued in accordance with 42 CFR 438,404.
- 7. Upon admission or within three (3) calendar days of admission, upon verifying ASAM level of care, CONTRACTOR will FAX or email via secure email to RPC:
- a. A copy of a legible individualized treatment authorization request with DSM diagnosis indicated,
 - b. Proof of Drug Medi-Cal eligibility (as applicable), and
 - c. A completed ASAM assessment tool for Client.

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- 8. The RPC will make a determination for admission authorization within twenty-four (24) hours of the request, excluding weekends and holidays. In those instances, authorization will be provided the following business day.
- 9. CONTRACTOR shall have a COUNTY-approved process in place to ensure standards for timely access to care and services are met, considering the urgency of the service needed. Medical attention for emergency and crisis medical conditions must be addressed immediately.
- 10. If the RPC denies admission to residential services, the Client will be referred by the RPC, to an appropriate level of care to support the Client's engagement in treatment.
- G. INFORMING MATERIALS CONTRACTOR is responsible to distribute informing materials and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when they first access SUD services through the DMC-ODS and on request. Informing materials will be provided by ADMINISTRATOR.
- H. INTERIM SERVICES All persons who are not admitted into RTS shall be referred to Interim Services by CONTRACTOR. Pregnant women who are not admitted into a residential program within forty-eight (48) hours due to lack of capacity and who place their names on the waiting list for admission, must be referred to another program or shall be provided or referred to interim services. Interim Services shall be provided until an individual is admitted to residential treatment program. The purposes of the services are to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Services include counseling and education about HIV and TB, about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. CONTRACTOR shall provide Clients, especially opiate users, with drug overdose education/information. For pregnant women, Interim Services include counseling on the effects of alcohol and drug use on the fetus, as well as referrals for prenatal care. Provision of Interim Services shall be documented on the DATAR and reported monthly to the State.
- I. SERVICES CONTRACTOR shall provide a non-institutional, twenty-four (24) hour non-medical, short-term residential program that provides rehabilitation services to beneficiaries in accordance with an individualized treatment plan. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each Client shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. CONTRACTORs and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health

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36 37 and social functioning, and engaging in continuing care. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills. CONTRACTOR shall adhere to the requirements listed in the Perinatal Services Network Guidelines 2016 and any new Perinatal Services Network Guidelines established and adopted by the DHCS. Residential Treatment program shall consist of the following:

- 1. Intake: The process of determining that a Client meets the medical necessity criteria and a Client is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
 - 2. Individual Counseling: Contacts between a Client and a therapist or counselor.
- 3. Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more Clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.
- 4. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
- 5. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
- 6. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
- 7. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- 8. Family Therapy: Family members can provide social support to the Client, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- 9. Client Education: Provide research based education on addiction, treatment, recovery and associated health risks.
- 10. Medication Storage: Facilities will store all resident medication and facility staff members will oversee resident's self-administration of medication.
- 11. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of the Client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the Client.
- 12. Crisis Intervention Services: Contact between a therapist or counselor and a Client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen

event or circumstance which presents to the Client an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the Client's emergency situation.

- 13. Treatment Planning: The CONTRACTOR shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within ten (10) days of admission and then updated every subsequent ninety (90) days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:
 - a. A statement of problems to be addressed;
 - b. Goals to be reached which address each problem;
- c. Action steps which will be taken by the CONTRACTOR and/or Client to accomplish identified goals;
- d. Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof;
- e. Treatment plans have specific quantifiable goal/treatment objectives related to the Client's substance use disorder diagnosis and multidimensional assessment;
- f. The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration; and
- g. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the Client and the LPHA.
- 14. Structured Therapeutic Activities: Residential Treatment Services shall consist of a minimum of twenty (20) hours of structured activity per week.
- 15. EBPs: CONTRACTORs will implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per CONTRACTOR per service modality. The required EBP include:
- a. Motivational Interviewing: A Client-centered, empathetic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on Clients' past successes.
- b. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
- c. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
- d. Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

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- e. Psycho-Education: Psycho-educational groups are designed to educate Clients about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to Clients' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist Clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- 16. Case Management: Case Management services may be provided by a LPHA or registered/certified counselor and will be provided based on the frequency documented in the individualized treatment plan. Case management shall provide advocacy and care coordination to physical health, mental health, transportation, housing, vocational, educational, and transition services for reintegration into the community. CONTRACTOR shall provide Case Management services for the Client during treatment, transition to other levels of care and follow ups, to encourage the Client to engage and participate in an appropriate level of care or Recovery Services after discharge. Case Management becomes the responsibility of the next treating provider after successful transition to a different level of care. Contractor shall ensure that Case Management services focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed. Case Management services may be provided face-to-face, by telephone, or by telehealth with the Client and may be provided anywhere in the community.
- 17. MAT: CONTRACTORs will have procedures for linkage/integration for beneficiaries requiring MAT. CONTRACTOR staff will regularly communicate with physicians of Clients who are prescribed these medications in compliance with 42 CFR part 2.
- 18. Physician Consultation: Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug interactions, or level of care considerations. ADMINISTRATOR will provide one or more physicians or pharmacists to provide consultation services.
- 19. Discharge Services: The process to prepare the Client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. CONTRACTOR shall provide or arrange for transportation of Clients to aftercare destination. CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a formal discharge plan with the Client no later than fourteen (14) calendar days prior to Client's successful completion of the program. The exit plan shall be completed and signed by CONTRACTOR staff and Client. The exit plan shall be documented in the Client's chart.

- 20. Recovery Services: Clients may access recovery services after completing their course of treatment to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the Client and may be provided anywhere in the community. Recovery services shall be made available to DMC-ODS beneficiaries when a Medical Director or LPHA has determined that recovery services are medically necessary in accordance with their individualized treatment plan. The components of Recovery Services are:
- a. Outpatient counseling services in the form of individual or group counseling to stabilize the Client and then reassess if the Client needs further care;
 - b. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
 - c. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
- d. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- 21. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- 22. Support Groups: Linkages to self-help and support, spiritual and faith-based support; CONTRACTOR shall ensure that Clients are afforded every opportunity to participate in self-help recovery groups. Contractor may provide meeting space in the facility if deemed appropriate.
- 23. Food and Other Services: CONTRACTOR shall provide a clean, safe environment, toiletries, clean linen, and food service.
- 24. Support Services: CONTRACTOR shall provide housekeeping, which may be done by Clients; laundry access; and maintenance.
 - 25. Perinatal Residential Treatment Service requirements:
- a. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
 - b. Primary pediatric care, including immunization, for their children;
- c. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
- d. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
- e. Sufficient case management and transportation to ensure that women and their children have access to services.
- 26. Health, Medical, Psychiatric and Emergency Services CONTRACTOR shall ensure that all persons admitted for Residential Treatment services have a health questionnaire completed using form DHCS 5103 form, or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.

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- a. The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Client.
- 1) CONTRACTOR shall review and approve the health questionnaire form prior to Client's admission to the program. The completed health questionnaire shall be signed and dated by CONTRACTOR and Client, prior to admission.
 - 2) A copy of the questionnaire shall be filed in the Client's record.
- b. CONTRACTOR shall, based on information provided by Client on the health questionnaire form, refer Client to licensed medical professionals for physical and laboratory examinations as appropriate.
- 1) CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.
 - 2) A copy of the referral and clearance shall be filed in the Client's file.
- 3) CONTRACTOR shall provide directly or by referral: HIV education, voluntary, HIV antibody testing and risk assessment and disclosure counseling.
- 4) The programs shall have written procedures for obtaining medical or psychiatric evaluation and emergency and non-emergency services.
- 5) The programs shall post the name, address, and telephone number for the fire department, a crisis program, local law enforcement, and ambulance service.
- 6) CONTRACTOR shall provide TB services to the Clients by referral to the COUNTY or another appropriate provider. TB services shall be provided within seven (7) calendar days of admission. These TB services shall consist of the following:
 - a) Counseling with respect to TB;
- b) Testing to determine whether the individual has been infected and to determine the appropriate form of treatment;
- c) Provision for, or referral of, infected Clients for medical evaluation, treatment and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared prior to commencing treatment.
 - 27. Transportation Services
- a. COUNTY shall only pay for medical ambulance or medical van transportation to and from designated residential substance use disorder treatment programs or health facilities through the COUNTY's Medical Transportation Agreement under the following conditions:
- 1) Ambulance transportation shall be used for services requiring immediate attention for a Client due to any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.
- 2) When any Client needs non-emergency transportation as identified in Subparagraph 22.b below, and CONTRACTOR cannot transport Client due to unforeseen circumstances

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including, but not limited to, staffing constraints, CONTRACTOR vehicle access within a timely manner or Client's physical condition and/or limitations.

- 3) CONTRACTOR shall utilize the COUNTY's Ambulance Monthly Rotation Call Log to request transportation services from Ambulance Providers designated for transportation within the city of the CONTRACTOR's facility for each said month as identified on the log.
- 4) CONTRACTOR shall use its best efforts to contact Ambulance Providers identified on the Monthly Rotation Call Log as those providers who offer van transportation services if and when an ambulance is not required.
- 5) CONTRACTOR shall be held liable and may be billed by the Ambulance Provider for services requested by CONTRACTOR that are deemed inappropriate for use and not a covered service under this section by the COUNTY.
- b. Non-Emergency Transportation CONTRACTOR shall transport Client to locations that are considered necessary and/or important to the Client's recovery plan including, but not limited to, Social Security Administration offices for Supplemental Security Income benefits and for non-emergency medical or mental health services not identified in Subparagraph 22.a. above, that require treatment at a physician office, urgent care, or emergency room when an ambulance provider is not necessary or required for transportation based on the level of severity and/or services required by the Client.
- J. RESIDENTIAL LEVELS OF CARE CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated Levels of Care:
- 1. 3.1 Clinically Managed Low-Intensity Residential Services: Services provided under a level 3.1 designation includes the following:
 - a. Clinical Component:
- 1) Planned clinical program activities (at least seven (7) hours/week) directed to stabilize the Client's SUD symptoms, increase motivation, and develop recovery skills;
- 2) Counseling and clinical monitoring to support involvement in productive daily living activities;
 - 3) Drug Screening and monitoring of medication adherence;
- 4) Recovery support services, including support for the affected family addiction pharmacotherapy; and
 - 5) Residential Component:
 - a) Structured recovery environment with twenty-four (24) hour staffing;
- b) Community house meetings and responsibilities to promote community recovery concepts and norms; and
 - c) Introduction of Client to local recovery community and resources
 - b. Support Systems:

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THE TEEN PROJECT, INC.

- 1) Telephone or in-person consultation with a physician and emergency services available twenty-four (24) hours/day, seven (7) days/week;
- 2) Direct affiliations with other levels of care with close coordination of transfer to more intensive levels of care, medication management, and housing services; and
- 3) Ability to arrange for needed procedures as appropriate to the severity and urgency of the Client's condition—to include obtaining pharmacotherapy for psychiatric and anti-addiction medications.
- 2. 3.5 Clinically Managed High-Intensity Residential Services: Services provided under a Level 3.5 designation includes the following:
- a. Planned, evidence-based clinical program activities (at least fourteen (14) hours/week and professional services to stabilize addiction symptoms and develop recovery skills;
- b. Daily organized programming to improve Client's ability to structure and organize tasks of daily living and recovery;
- c. Counseling and clinical monitoring to support involvement in productive daily living activities;
 - d. Drug Screening and monitoring of medication adherence;
- e. Planned community reinforcement designed to foster prosocial values and community living skills;
 - f. Recovery support services, including support for the affected family; and
 - g. Addiction pharmacotherapy

K. PERFORMANCE OUTCOMES

- 1. CONTRACTOR shall achieve performance objectives, tracking and reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the objectives, and, therefore, revisions to objectives and services may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.
 - 2. Performance Outcome Objectives
- a. <u>Objective 1:</u> CONTRACTOR shall provide effective residential substance abuse assessment, treatment, and counseling to Clients with identified alcohol and/or drug problems as measured by Retention and Completion Rates:
- 1) Retention Rates shall be calculated by using the number of Clients currently enrolled in or successfully completing the treatment program divided by the total number of Clients served during the evaluation period.
- 2) Completion Rates shall be calculated by using the number of Clients successfully completing the treatment program divided by the total number of Clients discharged during the evaluation period. Fifty percent (50%) of Clients will complete residential treatment program.

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- b. <u>Objective 2:</u> CEST scores at midpoint and completion will be higher than national norms in perceived social support, peer support, counseling rapport, and treatment participation. CEST scores for treatment readiness and desire for help will exceed national norms and will be equal to or higher than CESI scores at intake;
- c. <u>Objective 3:</u> Ninety percent (90%) of Clients who complete satisfaction survey will agree or strongly agree that they are "overall satisfied with the services received" and ninety percent (90%) of Clients surveyed will agree or strongly agree that they would recommend the program to someone they know; and
- d. <u>Objective 4:</u> Upon successful completion of treatment, seventy-five percent (75%) of Clients will report at thirty (30) days that their life is more manageable than it was when they entered treatment.
- e. <u>Objective 5</u>: CONTRACTOR shall provide prenatal medical and therapeutic care to pregnant Clients to ensure the birth of drug-free babies. Performance shall be measured by the number of pregnant Clients served and the number of drug-free babies born.
- L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services paragraph of this Exhibit A to the Agreement.

VII. STAFFING

- A. CONTRACTOR shall provide twenty-four (24) hour supervision with at least one (1) staff member on-site at all times. Residential programs shall require twenty-four (24) hour awake supervision.
- B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
- C. Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.
- D. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.
- E. Professional and Non-professional staff are required to have appropriate experience and any necessary training at the time of hiring.
- F. Registered and certified SUD counselors shall adhere to all requirements in the CCR, Title 9, Division 4, Chapter 8.

- G. Pursuant to the CCR, Title 9, Division 4, Chapter 8, Subchapter 2, at least thirty percent (30%) of CONTRACTOR staff providing counseling services shall be licensed or certified. All other counseling staff shall be registered.
- H. CONTRACTOR must have a Medical Director who, prior to the delivery of services under this AGREEMENT with COUNTY has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this AGREEMENT.
- I. CONTRACTOR's certification to participate in the DMC program shall automatically terminate in the event that the CONRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.
- J. VOLUNTEERS/INTERNS CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant to this Agreement, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related field or be participating in any state recognized counselor certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of work by interns or consistent with school or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided, unless approved in advance by ADMINISTRATOR
- K. STAFF CONDUCT CONTRACTOR shall establish written Policies and Procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual conduct with Clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to the ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to this Agreement all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and Procedures. A copy of the said Policies and Procedures shall be posted in writing in a prominent place in the treatment facility and updated annually by the Board of Directors.
- L. STAFF/VOLUNTEER/INTERN SCREENING CONTRACTOR shall provide preemployment "live scan" screening of any staff person providing services pursuant to this Agreement. All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. All staff shall be subject to sanction screening as referenced in the Compliance paragraph on a bi-annual basis. All staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department on an annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results must remain in staff file.

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- 1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:
- a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under PC section 290;
- b. No person shall have been convicted of an arson offense Violation of PC sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
- c. No person shall have been convicted of any violent felony as defined in PC section 667.5, which involves doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;
 - d. No person shall be on parole or probation;
- e. No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and
- f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or residents at another treatment Facility.
- 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.
- M. STAFF TRAINING CONTRACTOR shall develop a written plan for staff training. All Staff training shall be documented and maintained as part of the training plan.
- 1. All personnel shall be trained or shall have experience which provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance:
- a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of recovery;
 - b. Housekeeping and sanitation principles;
 - c. Principles of communicable disease prevention and control;
 - d. Recognition of early signs of illness and the need for professional assistance;
 - e. Availability of community services and resources;
 - f. Recognition of individuals under the influence of alcohol and/or drugs;
 - g. Principles of nutrition, food preparation and storage, and menu planning;
- 2. CONTRACTOR shall ensure that within thirty (30) days of hire and on an annual basis, all program staff including administrator, volunteers and interns having direct contact with Clients shall have:
 - a. Annual County Compliance Training;
 - b. A minimum of one (1) hour training in cultural competence;
 - 3. In addition to the above, CONTRACTOR shall ensure that all treatment staff complete:
 - Training in the ASAM criteria prior to providing services;

b. Annual CONTRACTOR training; 1 c. DMC documentation training on an annual basis; 2 d. Training in the two minimum evidence based practices utilized at the program; 3 e. Naloxone Administration Training; and 4 CPR Training. 5 N. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for 6 7 purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR. O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the 8 Staffing Paragraph of this Exhibit A to the Agreement. 9 10 // 11 // 12 // 13 14 15 // 16 // 17 18 // 19 // 20 // 21 22 23 // 24 25 // 26 27 28 // 29 30 // 31 32 33 34 35 36 37

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THE TEEN PROJECT, INC.
MA-042-20010246

EXHIBIT B

TO AGREEMENT FOR PROVISION OF

PERINATAL DRUG MEDI-CAL

SUBSTANCE USE DISORDER TREATMENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

THE TEEN PROJECT, INC.

AUGUST 1, 2019 THROUGH JUNE 30, 2022

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

- 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit B to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations) as they may exist now or be hereafter amended.
- 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.
- 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
- 4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
- 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre–empt any state statutes, rules, or regulations that are not otherwise pre–empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
- 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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

B. DEFINITIONS

- 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

- 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- 2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following Factors:
- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used the PHI or to whom the disclosure was made;
 - 3) Whether the PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to the PHI has been mitigated.
- 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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- 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR \S 164.501.
- 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
- 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- 16. "Technical safeguards" means the technology and the policy and procedures for its use that protect ePHI and control access to it.
- 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.
- 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 - C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:
- 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

- 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
- 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
- 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.
- 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.
- 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.
- 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.
- 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.
- 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

- 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.
- 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.
- 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.
- 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.
- 16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph F; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
- 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

- 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.
- 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.
- 3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed under Subparagraphs E, below;
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A–130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;
- 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

- 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.
- 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

- a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
- b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including termination of employment where appropriate.
- c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
- d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140–2 certified algorithm

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which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

- b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140–2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

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- 1) Upper case letters (A–Z)
- 2) Lower case letters (a–z)
- 3) Arabic numerals (0–9)
- 4) Non–alphanumeric characters (punctuation symbols)
- h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22–M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800–88. Other methods require prior written permission by COUNTY.
- i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re–authentication of the user session after no more than twenty (20) minutes of inactivity.
- j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
- 1. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140–2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E–Mail.
- n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

- a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

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

- b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
- c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

- 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
- a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
- b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.
- 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.
 - 3. CONTRACTOR's notification shall include, to the extent possible:
- a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

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- b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
- 1) A brief description of what happened, including the date of the Breach and the date of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll–free telephone number, an e–mail address, Web site, or postal address.
- 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.
- 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)–(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.
- 8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow—up information after report to COUNTY, when such request is made by COUNTY.
- 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

THE TEEN PROJECT, INC.

in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
- a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
- b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
 - 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.
- 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.
- 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

- 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).
- 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

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I. OBLIGATIONS OF COUNTY

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- 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.
- 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.
- 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.
- 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

- 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
- a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
- b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.
- 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
- a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
 - b. CONTRACTOR shall retain no copies of the PHI.
- c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.
- 3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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EXHIBIT C

TO AGREEMENT FOR PROVISION OF

PERINATAL DRUG MEDI-CAL

SUBSTANCE USE DISORDER TREATMENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

THE TEEN PROJECT, INC.

AUGUST 1, 2019 THROUGH JUNE 30, 2022

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

- 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- 2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).
 - 3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.
- 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.
 - 5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.
- 6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.
 - 7. "PII" shall have the meaning given to such term in the IEA and CMPPA.
 - 8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).
- 9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court–ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or

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

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

B. TERMS OF AGREEMENT

- 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.
- 2. Responsibilities of CONTRACTOR CONTRACTOR agrees:
- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.
- c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:
- 1) Complying with all of the data system security precautions listed in Subparagraph E of the Business Associate Contract, Exhibit E to the Agreement; and
- 2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A–130, Appendix III–Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

2 of 3 The Teen Project, Inc.

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

- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit E to the Agreement.
- i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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Contract Summary Form

The Teen Project, Inc.
Perinatal Drug Medi-Cal Substance Use Disorder Treatment Services

SUMMARY OF SIGNIFICANT CHANGES

This is a new agreement resulting from a solicitation by the Health Care Agency on March 12, 2018.

SUBCONTRACTORS

This contract will include subcontractors for medical professionals required for the direct service of qualified Drug Medi-Cal participants.

CONTRACT OPERATING EXPENSES

Contracts do not include a specific budget, as services are reimbursed at established Fee-for-Service rates to an Aggregate Maximum Obligation.

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation: \$2,847,420
Period Two Aggregate Maximum Obligation: 2,847,420
Period Three Aggregate Maximum Obligation: 2,847,420
TOTAL AGGREGATE MAXIMUM OBLIGATION: \$8,542,260

The Teen Project, Inc.

Modes of Service	Reimbursement Rate		
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Residential Treatment 3.1 (per bed day)	\$116.94	\$116.94	\$116.94
Residential Treatment 3.5 (per bed day)	\$128.57	\$128.57	\$128.57
Room and Board 3.1 (per bed day)	\$83.22	\$83.22	\$83.22
Room and Board 3.5 (per bed day)	\$88.91	\$88.91	\$88.91
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21
Recovery Services (per 15 minute increment)	\$26.17	\$26.17	\$26.17

HCA ASR 19-001330 Page 1 of 1

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001370

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)

DEPARTMENT CONTACT PERSON(S): Joanne Lim (714) 647-6048

Erin Winger (714) 834-5404

SUBJECT: Ratify Amendments for Psychiatry and Telepsychiatry Services

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 05/22/2018 #31

RECOMMENDED ACTION(S):

- 1. Ratify the First Amendments and Assignment, Novation and Consent Agreements to assign the obligations under the Agreement with Aligned Telehealth, Inc. to Aligned Telehealth, LLC for provision of Psychiatry and Telepsychiatry Services for Correctional Health Services Programs for the period November 14, 2019, through June 30, 2020.
- 2. Authorize the Health Care Agency Director, or designee, to execute the Agreements as referenced in the Recommended Actions above.

SUMMARY:

Ratification of the First Amendments and Assignment, Novation and Consent Agreements to assign the obligations under the Agreements with Aligned Telehealth, Inc. to Aligned Telehealth, LLC for the provision of Psychiatry and Telepsychiatry Services for Correctional Health Services programs will allow for continued telepsychiatry and on site mental health services to assist in stabilizing persons diagnosed with a mental illness in the County's custody at the County's detention facilities.

BACKGROUND INFORMATION:

The County of Orange is mandated to provide medical care to persons in the County's custody pursuant to State of California Penal Code Sections 4011 and 4015 and Government Code Section 29602. The Health Care Agency's (HCA) Correctional Health Services (CHS) division is the designated provider of health care to adult persons in-custody on behalf of the Orange County Sheriff's Department.

On May 22, 2018, your Honorable Board of Supervisors (Board) approved the Agreements with Aligned Telehealth, Inc. for the provision of Psychiatry Services and Telepsychiatry Services, as well as authorized the HCA Director, or designee, to exercise a contingency contract cost increase in an amount not to exceed 10 percent of the Period One funding for the period of July 1, 2018, through June 30, 2020. The agreements allow HCA to continue to provide mandated mental health clinical services until HCA positions can be successfully filled.

On November 14, 2019, American Well Corporation entered into an agreement with Aligned Telehealth, to purchase 100 percent of the outstanding equity interests of Aligned Telehealth, Inc. resulting in the merger with and into a wholly-owned subsidiary, Aligned Telehealth, LLC as the surviving company. Department staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with the Minneapolis VA Health Care System, UnitedHealth Group and Blue Cross Blue Shield of Arizona regarding similar projects. American Well Corporation does not have an existing agreement with the County. All terms of the agreements remained unchanged, including the maximum obligation of \$2,584,100 for Period Two FY 2019-20. Aligned Telehealth, LLC will continue to be bound by and be obligated to perform all of the covenants, agreements and obligations of the agreements to the same extent and with the same force and effect as prior to the merger.

In FY 2018-19, CHS was responsible for providing mental health services to an average daily population of 1,864 inmates with a mental health diagnosis, which resulted in 17,962 mental health prescriber encounters and 8,961 telepsychiatry encounters. These services include, but are not limited to: psychiatric evaluation, development of treatment plans, medication management and crisis intervention and management. HCA has a continuous open recruitment for psychiatrists and mental health nurse practitioners, but recruitment for these classifications has proven to be difficult due to the competitive market and required lengthy and extensive background process. HCA continues to explore solutions for providing mandated mental health services in light of recruitment challenges.

HCA requests that the Board approve the First Amendment to assign the obligations under the Agreements with Aligned Telehealth, Inc. to Aligned Telehealth, LLC for the provision of Psychiatry and Telepsychiatry Services as referenced in the Recommended Actions.

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N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - First Amendment to the Agreement for the Provision of Psychiatry Services

Attachment B - First Amendment to the Agreement for the Provision of Telepsychiatry Services

Attachment C - Contract Summary Form to Attachment A

Attachment D - Contract Summary form to Attachment B

Attachment E - Assignment, Novation and Consent Agreement for Psychiatry Services

Attachment F - Assignment, Novation and Consent Agreement for Telepsychiatry Services

Attachment G - California Penal Code Section 4015

Attachment H - California Penal Code Section 4011

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF 1 **PSYCHIATRY SERVICES** 2 **FOR** 3 CORRECTIONAL HEALTH SERVICES PROGRAMS 4 **BETWEEN** 5 COUNTY OF ORANGE 6 **AND** 7 ALIGNED TELEHEALTH, INC. 8 JULY 1, 2018 THROUGH JUNE 30, 2020 9 10 THIS FIRST AMENDMENT TO AGREEMENT entered into this 14th day of November, 2019, by 11 and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and 12 ALIGNED TELEHEALTH, LLC, a California for-profit corporation (CONTRACTOR). COUNTY and 13 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as 14 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency 15 (ADMINISTRATOR). 16 17 WITNESSETH: 18 19 WHEREAS, on July 1, 2018 the COUNTY authorized an Agreement with ALIGNED 20 TELEHEALTH, INC. (ASSIGNOR) for the provision of Psychiatry Services for Correctional Health 21 Services Programs (SERVICES) for the period of July 1, 2018 through June 30, 2020; and 22 WHEREAS, ASSIGNOR merged with CONTRACTOR and ASSIGNOR wishes to transfer and 23 assign its rights and obligations under the Agreement to CONTRACTOR; 24 WHEREAS, CONTRACTOR wishes to acquire the AGREEMENT and to continue to provide the 25 SERVICES to COUNTY in accordance with the terms and conditions of the Agreement; 26 WHEREAS, COUNTY is willing to release ASSIGNOR from the obligations under the Agreement 27 and to consent to CONTRACTOR assuming such obligations under the Agreement; and 28 WHEREAS, the Parties desire to substitute CONTRACTOR in place of ASSIGNOR with respect to 29 the Agreement by incorporating the Assignment, Novation and Consent Agreement into the Agreement; 30 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 31 herein, COUNTY and CONTRACTOR do hereby agree as follows: 32 33 34 // 35 36 37

1	1. Contractor is char	ged from ALIC	GNED TELEHEALTH, INC.	to ALIGNED TELEHEALTH,
2	LLC per Exhibit E, entitled	l "Assignment,	Novation and Consent Agreer	ment".
3	2 The Defended C	- udus ad Dusasisis	d. 14 1 C.11	
4	2. The Referenced Co		ns are amended to read as foll CED CONTRACT PROVIS	
5 6		REFERENCE	CED CONTRACT I ROVIS	10115
7	Term: July 1, 2018 through	gh June 30, 202	0	
8	Period One means the	period from Jul	y 1, 2018 through June 30, 20	19
9	Period Two means the	period from Jul	y 1, 2019 through June 30, 20)20
10				
11	Maximum Obligation:	Period One M	Maximum Obligation:	\$ 1,169,700
12		Period Two N	Maximum Obligation:	<u>\$ 1,169,700</u>
13		TOTAL MAX	XIMUM OBLIGATION:	\$ 2,339,400
14				
15	Basis for Reimbursement			
16	Payment Method:	Monthly in A	<u>rrears</u>	
17	N. A. COLINDA		ND.	
18	Notices to COUNTY and	CONTRACTO	JK:	
19	COUNTY: Count	y of Orange		
20		n Care Agency		
21 22				s
23	405 West 5th Street, 7th Floor			
24	Santa Ana, CA 92701-4			
25				
26	CONTRACTOR DUNS N	lumber:	79-4288444	
27				
28	CONTRACTOR TAX ID	Number:	84-3424129	
29				
30		NED TELEHE		
31			ENUE, SUITE 350	
32	WOODLAND HILLS, CA 91367			
33		IITIN NANDA		
34	NNA	NDA@ALIGNI	EDIH.COM"	
35	In all other respects the	terms of the w	nderlying Agreement not an	ecifically changed by this First
36	_		are incorporated by this refer	, , ,
37	Amendment, Shan Tenlalli	ii iuii ioice allu	are incorporated by this ferei	CHCC HEIGHI.

Page 2 of 3

1	IN WITNESS WHEREOF, the parties have executed this	s Agreement, in the County of Orange, State of
2	California.	
3		
4	ALIGNED TELEHEALTH, LLC	
5		
6	DocuSigned by:	12 /0 /2010
7	BY: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	DATED:
8	7C8CA1F68CD9487	
9	TITLE: CEO	_
10		
11	BY: Brafford Gay	DATED: 12/9/2019
12	8B9A48E77DCC494	
13	TITLE: SVP & General Counsel	
14	THEE.	
15		
16		
17	COUNTY OF ORANGE	
18	COUNTY OF ORANGE	
19		
20	BY:	DATED:
21	HEALTH CARE AGENCY	
22	TIEALTH CARE AGENCT	
23		
24	APPROVED AS TO FORM	
25	OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA	
26	OR IN OLD COUNTY, CALLIN OR VIII	
27	DocuSigned by:	12/10/2019
28	BY: Brittany Mclean —	DATED: 12/10/2019
29	9/13A4081D4343D	
30		
31		
32		
33		
34		
35	If CONTRACTOR is a corporation, two (2) signatures are required: one (1)	signature by the Chairman of the Roard, the President or any
36	Vice President; and one (1) signature by the Secretary, any Assistant Secret	ary, the Chief Financial Officer or any Assistant Treasurer. If
37	the Agreement is signed by one (1) authorized individual only, a copy of the has empowered said authorized individual to act on its behalf by his or her si	

Page 3 of 3

ALIGNED TELEHEALTH, INC.

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF 1 TELEPSYCHIATRY SERVICES 2 **FOR** 3 CORRECTIONAL HEALTH SERVICES PROGRAMS 4 **BETWEEN** 5 COUNTY OF ORANGE 6 **AND** 7 ALIGNED TELEHEALTH, INC. 8 JULY 1, 2018 THROUGH JUNE 30, 2020 9 10 THIS FIRST AMENDMENT TO AGREEMENT entered into this 14th day of November, 2019, by 11 and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and 12 ALIGNED TELEHEALTH, LLC, a California for-profit corporation (CONTRACTOR). COUNTY and 13 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as 14 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency 15 (ADMINISTRATOR). 16 17 WITNESSETH: 18 19 WHEREAS, on July 1, 2018 the COUNTY authorized an Agreement with ALIGNED 20 TELEHEALTH, INC. (ASSIGNOR) for the provision of Telepsychiatry Services for Correctional 21 Health Services Programs (SERVICES) for the period of July 1, 2018 through June 30, 2020; and 22 WHEREAS, ASSIGNOR merged with CONTRACTOR and ASSIGNOR wishes to transfer and 23 assign its rights and obligations under the Agreement to CONTRACTOR; 24 WHEREAS, CONTRACTOR wishes to acquire the AGREEMENT and to continue to provide the 25 SERVICES to COUNTY in accordance with the terms and conditions of the Agreement; 26 WHEREAS, COUNTY is willing to release ASSIGNOR from the obligations under the Agreement 27 and to consent to CONTRACTOR assuming such obligations under the Agreement; and 28 WHEREAS, the Parties desire to substitute CONTRACTOR in place of ASSIGNOR with respect to 29 the Agreement by incorporating the Assignment, Novation and Consent Agreement into the Agreement; 30 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained 31 herein, COUNTY and CONTRACTOR do hereby agree as follows: 32 33 34 // 35 36 37

1	1. Contractor is cha	nged from ALIG	NED TELEHEALTH, INC.	. to ALIGNED TELEHEALTH,
2	LLC per Exhibit E, entitl	ed "Assignment, N	Iovation and Consent Agreen	ment".
3				
4	2. The Referenced	Contract Provision	s are amended to read as follows:	lows:
5		"REFERENC	ED CONTRACT PROVIS	<u>IONS</u>
6				
7	Term: July 1, 2018 thro	igh June 30, 2020		
8			1, 2018 through June 30, 20	
9	Period Two means th	e period from July	1, 2019 through June 30, 20	020
10				
11	Maximum Obligation:		aximum Obligation:	\$ 1,414,400
12			aximum Obligation:	<u>\$ 1,414,400</u>
13		TOTAL MAX	IMUM OBLIGATION:	\$ 2,828,800
14				
15	Basis for Reimbursemer			
16	Payment Method:	Monthly in Ar	<u>rears</u>	
17	N. 4 4. COLINTY		n.	
18	Notices to COUNTY an	I CONTRACTO	K:	
19	COUNTY: Cou	nty of Orange		
20	Health Care Agency			
21	Medical & Correctional Health Services Operations			9
22 23	405 West 5th Street, 7th Floor			
24	Santa Ana, CA 92701-4637			
25				
26	CONTRACTOR DUNS	Number:	79-4288444	
27				
28	CONTRACTOR TAX I	O Number:	84-3424129	
29				
30	CONTRACTOR: ALI	GNED TELEHEA	LTH, LLC	
31	6200	CANOGA AVE	NUE, SUITE 350	
32	WO	ODLAND HILLS	, CA 91367	
33	DR.	NITIN NANDA		
34	NNA	NDA@ALIGNE	DTH.COM"	
35				
36	_			pecifically changed by this First
37	Amendment, shall remain	in full force and a	are incorporated by this refer	rence herein.

 $\label{eq:page 2 of 3} \mbox{ Aligned Telehealth, inc.}$

1	IN WITNESS WHEREOF, the parties have executed this	s Agreement, in the County of Orange, State of
2	California.	
3		
4	ALIGNED TELEHEALTH, LLC	
5		
6	DocuSigned by:	12/9/2019
7	BY: \(\frac{1}{2} \)	DATED:
8	7C8CA1F68CD9487	
9	TITLE: CEO	_
10		
11	BY: Bradford Gay	DATED: 12/9/2019
12	8B9A48E77DCC494	
13	TITLE: SVP & General Counsel	
14	TITLE.	
15		
16		
17	COUNTY OF ORANGE	
18	COUNTY OF ORANGE	
19		
20	BY:	DATED:
21	HEALTH CARE AGENCY	
22	TILALTII CAKL AGENC I	
23		
24	APPROVED AS TO FORM	
25	OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA	
26		
27	DocuSigned by:	12/10/2019
28	BY: Brittany Mclean —	DATED: 12/10/2019
29	9/13A4061D4343D	
30		
31		
32		
33		
34		
35	If CONTRACTOR is a corporation, two (2) signatures are required: one (1)) signature by the Chairman of the Roard, the President or any
36	Vice President; and one (1) signature by the Secretary, any Assistant Secret	ary, the Chief Financial Officer or any Assistant Treasurer. If
37	the Agreement is signed by one (1) authorized individual only, a copy of the has empowered said authorized individual to act on its behalf by his or her si	ignature alone is required.

Page 3 of 3

ALIGNED TELEHEALTH, INC.

Contract Summary Form

ALIGNED TELEHEALTH, INC.

SUMMARY OF SIGNIFICANT CHANGES

1. Change in contracted provider from Aligned Telehealth, Inc. to Aligned Telehealth, LLC as result of merger.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

The amount not to exceed \$1,169,700 for the period from July 1, 2019 through June 30, 2020

Contract Summary Form

ALIGNED TELEHEALTH, INC.

SUMMARY OF SIGNIFICANT CHANGES

1. Change in contracted provider from Aligned Telehealth, Inc. to Aligned Telehealth, LLC as result of merger.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Amount not to exceed \$1,414,400 for the period from July 1, 2019 through June 30, 2020



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among Aligned Telehealth, Inc., with an address of 6200 Canoga Ave, Suite 350, Woodland Hills, CA 91367 ("Assignor"), Aligned Telehealth, LLC, with an address of 6200 Canoga Ave, Suite 350, Woodland Hills, CA 91367 ("Assignee"), and the County of Orange, a political subdivision of the State of California ("County"). Assignor, Assignee, and County are sometimes herein referred to individually as "Party" or collectively as "Parties".

WHEREAS, Assignor and County entered into Agreement for the Provision of Psychiatry Services ("Services"), effective July 1, 2018 through June 30, 2020 (the "Contract");

WHEREAS, Assignor merged with Assignee and Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide the Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract:

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to Assignee as of November 14, 2019 (the "Effective Date") all of Assignor's title, right, duties, obligations, and interest in, to and under the said Contract.
- 2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and assumes all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date.
- 3. County hereby consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
- 4. County and Assignee each consent to fully release Assignor from any and all duties and obligations under the Contract on or after the Effective Date.
- 5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its duties and obligations under the Contract from and after the Effective Date.

County of Orange Page 1 of 2 File No.:

ALIGNED TELEHEALTH, INC.

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Title:

Deputy County Counsel

- 6. Assignee agrees to defend and indemnify County and Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date and subject to the terms of the Contract.
- 7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract prior to the Effective Date and subject to the terms of the Contract.
- 8. This Agreement constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
- 9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

County of Orange Page 2 of 2 File No.:



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among Aligned Telehealth, Inc., with an address of 6200 Canoga Ave, Suite 350, Woodland Hills, CA 91367 ("Assignor"), Aligned Telehealth, LLC, with an address of 6200 Canoga Ave, Suite 350, Woodland Hills, CA 91367 ("Assignee"), and the County of Orange, a political subdivision of the State of California ("County"). Assignor, Assignee, and County are sometimes herein referred to individually as "Party" or collectively as "Parties".

WHEREAS, Assignor and County entered into Agreement for the Provision of Telepsychiatry Services ("Services"), effective July 1, 2018 through June 30, 2020 (the "Contract");

WHEREAS, Assignor merged with Assignee and Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide the Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract:

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to Assignee as of November 14, 2019 (the "Effective Date") all of Assignor's title, right, duties, obligations, and interest in, to and under the said Contract.
- 2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and assumes all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date.
- 3. County hereby consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
- 4. County and Assignee each consent to fully release Assignor from any and all duties and obligations under the Contract on or after the Effective Date.
- 5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its duties and obligations under the Contract from and after the Effective Date.

County of Orange Page 1 of 2 File No.:

- 6. Assignee agrees to defend and indemnify County and Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date and subject to the terms of the Contract.
- 7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract prior to the Effective Date and subject to the terms of the Contract.
- 8. This Agreement constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
- 9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

ALIGNED TELEHEALTH, INC. DocuSigned by: - Purseal Note to phor Nanda Name: _____ Title: CEO Title: ALIGNED TELEHEALTH, LLC Bradford Gay Bradford Gay Title: SVP & General Counsel Title: _____ COUNTY OF OR ANCE Brittany McLean Deputy County Counsel Title:

County of Orange Page 2 of 2 File No.:

California Penal Code Section 4015

<u>Legal Research Home</u> > <u>California Laws</u> > <u>Penal Code</u> > <u>California Penal Code Section 4015</u>

4015. (a) The sheriff shall receive all persons committed to jail

by competent authority. The board of supervisors shall provide the

sheriff with necessary food, clothing, and bedding, for those

prisoners, which shall be of a quality and quantity at least equal to

the minimum standards and requirements prescribed by the Board of

Corrections for the feeding, clothing, and care of prisoners in all

county, city and other local jails and detention facilities. Except

as provided in Section 4016, the expenses thereof shall be paid out

of the county treasury.

(b) Nothing in this section shall be construed in a manner that

would require the sheriff to receive a person who is in need of

immediate medical care until the person has been transported to a

hospital or medical facility so that his or her medical needs can be

addressed prior to booking into county jail.

(c) Nothing in this section shall be construed or interpreted in a

manner that would impose upon a city or its law enforcement agency

any obligation to pay the cost of medical services rendered to any

individual in need of immediate medical care who has been arrested by

city law enforcement personnel and transported to a hospital or

medical facility prior to being delivered to and received at the

county jail or other detention facility for booking.

Attachment G

(d) It is the intent of the Legislature in enacting the act adding $\ensuremath{\mathsf{I}}$

this subdivision to ensure that the costs associated with providing

medical care to an arrested person are borne by the arrested person's

private medical insurance or any other source of medical cost

coverage for which the arrested person is eligible.

California Penal Code Section 4011

<u>Legal Research Home</u> > <u>California Laws</u> > <u>Penal Code</u> > California Penal Code Section 4011

4011. (a) When it is made to appear to any judge by affidavit of

the sheriff or other official in charge of county correctional

facilities or district attorney and oral testimony that a prisoner

confined in any city or county jail within the jurisdiction of the

court requires medical or surgical treatment necessitating hospitalization, which treatment cannot be furnished or supplied at

such city or county jail, the court in its discretion may order the

removal of such person or persons from such city or county jail to

the county hospital in such county; provided, if there is no county

hospital in such county, then to any hospital designated by such

court; and it shall be the duty of the sheriff or other official in

charge of county correctional facilities to maintain the necessary

guards, who may be private security guards, for the safekeeping of

such prisoner, the expense of which shall be a charge against the county.

(b) The cost of such medical services and such hospital care and

treatment shall be charged against the county subject to subdivisions

(c) and (d), in the case of a prisoner in or taken from the county $\left(\frac{1}{2} \right)$

jail, or against the city in the case of a prisoner in or taken from

the city jail, and the city or county may recover the same by

appropriate action from the person so served or cared for, or any

person or agency responsible for his care and maintenance. If the

prisoner is in the county jail under contract with a city or under

some other arrangement with the city to keep the city prisoner in the

county jail, then the city shall be charged, subject to subdivisions

(c) and (d), for the prisoner's care and maintenance with the same

right of recovery against any responsible person or any other agency.

(c) When such prisoner is poor and indigent the cost of such

medical services and such hospital care and treatment shall, in the

case of persons removed from the city jail be paid out of the general

fund of such city, and in the case of persons removed from the

county jail to a hospital other than a county hospital, such cost

shall be paid out of the general fund of such county or city and

county. In the case of city jail prisoners removed to the county

hospital, the cost of such hospital care and treatment to be paid by

the city to the county, shall be the rate per day fixed by the board

of supervisors of such county. Such board of supervisors may, but

need not, fix different rates for different classes of patients, or

for different wards, and any and all such rates may be changed by

such board of supervisors at any time, but shall at all times

approximate as nearly as may be, the average actual cost to the

county of such hospital care and treatment either in such wards or

for such classes of patients or otherwise.

(d) In the event such prisoner is financially able to pay for his

care, support and maintenance, the medical superintendent of such

hospital other than a county hospital may, with the approval of such

judge, enter into a special agreement with such person, or with his

relatives or friends, for his care, support, maintenance, and other

hospital expenses.

Any prisoner may decline such care or treatment and provide other

care and treatment for himself at his own expense.

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001259

MEETING DATE: 01/14/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2

SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved) **DEPARTMENT CONTACT PERSON(S):** Barry A. Rondinella (949) 252-5183

Dave Pfeiffer (949) 252-5291

SUBJECT: Authorize Request for Qualifications and Request for Proposals for Concessions

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurNo Legal ObjectionDiscussion3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 08/27/2019 #20, 03/26/2019 #29

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to review under CEQA.

- 2. Authorize the Airport Director or designee to issue a Request for Qualifications for the Airport Concession Development Program Phase 2.
- 3. Authorize the Airport Director or designee to issue a Request for Proposal to qualified respondents for the Airport Concession Development Program Phase 2.
- 4. Authorize the Airport Director or designee to empanel a qualified group of experts to score the responsive proposals and return to the Board of Supervisors with recommendations for the award of the concession leases.

SUMMARY:

Authorizing the Airport Director or designee to release a Request for Qualifications, issue the Request for Proposal to qualified respondents and to empanel a qualified group of experts to review the responsive proposals will assist John Wayne Airport staff in bringing a recommendation to the Board of Supervisors for the award of the concession leases.

BACKGROUND INFORMATION:

John Wayne Airport (JWA) operates within a confined footprint and has a cap on passenger traffic of 10.8 million annual passengers (MAP) through December 31, 2020. The 2014 Amendment to the 1985 Settlement Agreement provides for an increase to 11.8 MAP through December 31, 2025, and 12.2 to 12.5 MAP through December 31, 2030, contingent upon levels of service. The confined footprint and the passenger cap limits the growth potential of JWA and commercial revenue business.

Currently, JWA has food and beverage concession agreements with Vino Volo and Subway, which expired in July and November 2019 respectively and are operating on a month-to-month holdover; Host International, which expires in 2021 and Carl's Jr. and McDonald's whose lease terms expire in 2022. JWA has news/gift and specialty retail concession agreements with XpressSpa, whose lease term expired in 2018 and is presently operating on a month-to-month holdover and Paradies and Hudson Group, whose lease terms expire in 2021 and 2022, respectively. JWA staff have identified several potential new concession sites in addition to the current food and beverage and specialty retail concession offerings.

The 2017 and 2019 Phoenix Marketing International surveys were conducted at JWA and identified a decrease in passenger guest satisfaction with the current quality of food and beverage and retail offerings. The 2017 passenger research study identified a 15 percent decrease in passenger guest satisfaction on the quality of food and beverage selection and a 14 percent decrease in quality of news, gift and other retail services, compared to 2015. The 2019 passenger research study identified an additional 5 percent decrease in the quality of food and beverage services and an additional 10 percent decrease in quality of news, gift and other retail services, compared to 2017. In addition to the decreased passenger guest satisfaction with concession offerings, the survey also highlights the guests' desire for increased options for food and beverage and coffee, as well as specialty retail options.

Currently, JWA concession space operates near capacity, specifically during peak hours when queuing is common in food and beverage operations and multiple outlets do not have sufficient seating to meet guest demand. As a result, the unavailability of concession seating capacity has contributed to a decline in guest experience and a loss of potential sales. This lack of capacity will be exacerbated by the authorized MAP increases in 2021 and 2026.

To close the gap in passenger satisfaction and to provide a superior guest experience, JWA plans to develop optimal concession spaces. JWA proposed a comprehensive four-phase Concession Development Program that will encourage local concepts and brands in its quick-serve and casual dining categories. On March 26, 2019, the Board of Supervisors (Board) authorized the Airport Director or designee to issue a Request for Qualifications (RFQ)/Request for Proposals (RFP) for Phase 1 of the Concession Development Program, which was issued on March 27, 2019. Phase 2 is planned to be issued in January 2020 and Phase 3 and Phase 4 in the summer of 2020.

Phase 1 consisted of a total of two specialty retail locations, two casual dining & bar locations, four specialty coffee locations and one quick-serve location throughout Terminals A, B and C. Selection was made through the RFP process and awarded by the Board on August 27, 2019. Construction of the newly awarded leases is expected to be completed by the third quarter of 2020.

Phase 1 (Completion third quarter 2020)

- •2 Casual Dining & Bar
- •2 Specialty Retail
- •1 Coffee (4 locations)
- •1 Quick Serve (currently Subway)

Phase 3 (Completion in 2021 and 2022)

- •HMS Host 18 Locations
- •Paradies News/Gifts 5 Locations
- ●Paradies Specialty Retail 1 Location

Phase 2 (Completion first quarter 2021)

- •1 − Quick Serve
- •2 Casual Dining & Bar
- •1 Wine Bar (currently Vino Volo)
- •5- Specialty Retail (3 locations in 1 lease)

Phase 4 (Completion in 2022 and 2023)

- •Carl's Jr. 1 Location
- •McDonald's 2 Locations
- Hudson News/Gifts 5 Locations
- Hudson Specialty Retail 2 Locations

JWA staff retained the services of airport planning and consulting firm Unison Consulting, LLC (Unison) to assist with the evaluation of the current commercial concessions program goals and the approach developed by JWA staff, including a refreshed focus on local and regional concepts. Unison reviewed the concession program proposed by JWA and concluded that the elements of the Phase 1 and 2 Concessions Development Program are viable and have validated the strategy, approach and detail of new concession locations within the pending RFP. Unison is currently working on the master merchandising development program for Phase 3, taking into account Concession Development Programs Phases 1 and 2. This will allow for balancing of concessions and better utilization of space in the Terminals.

Public Outreach/Information Meeting

Over the past 30 months, JWA staff conducted numerous outreach meetings with the local Orange County business community to inform them about the Concessions Development Program and the upcoming opportunities at JWA. These outreach meetings consisted of onsite tours of JWA and participants included a diverse range of potential vendors from national, regional and local brands. These vendors may respond to the RFQ/RFP process for Phases 2, 3 and 4 (successful awardees for Phases 1 and 2 can also propose in Phases 3 and 4) described, dependent upon their particular business type. Additionally, JWA will conduct two public information meetings on January 15, 2020, to better educate the Orange County business community about operating in an airport environment. These meetings will include presentations from key JWA staff and regulatory agencies such as the Transportation Security Administration, the Orange County Sheriff's Department, the California Alcohol & Beverage Control, the County Inspectors and the Orange County Health Department that regulates JWA.

<u>Issuance of Request for Qualifications</u>

JWA seeks Board authorization for the Airport Director or designee to issue an RFQ to receive Statements of Qualifications (SOQs) from qualified entities who want to be considered for the upcoming Concession Development Program. Respondents must state for which of the two concession categories (food and beverage and/or specialty retail) they want to be considered. As set forth in the RFQ,

respondents will be required to meet all of the minimum qualifications. The RFQ for Phase 2 will be posted to BidSync and SOQs will be required to be submitted by January 28, 2020.

The RFQ will require respondents to be able to demonstrate experience, identify ownership, key personnel in their organization and revenues. A review of the qualifications will determine if the respondent entity passed or failed, based upon the minimum qualifications by concept listed in the RFQ. Respondents that pass are qualified to participate in the following RFP process and will move on to the next phase of the selection process. JWA staff will provide a list of qualified respondents to the Board.

Request for Proposals

Phase 2 of the Concession Development Program consists of seven leases for nine locations, two casual dining bars, one wine bar, one quick-serve and five specialty retail locations (three locations in one lease). The RFP will provide for direct leasing with local and regional businesses to operate concessions that will enhance the guest experience. The RFP will be posted on BidSync and Proposals will be required to be submitted by March 12, 2020.

The purpose and goals for this RFP are as follows:

- Emphasis on local and regional concepts;
- Provide a superior guest experience;
- Refresh the concession program with a focus on local and regional concepts;
- Provide new specialty retail and food and beverage options that reflect the evolving tastes and preferences of the JWA traveler, as shown in the 2017 and 2019 Phoenix Marketing International Survey;
- Improve breakfast and grab-and-go offerings in all food and beverage locations;
- Attract quality and diverse tenants who promote excellence in guest services and provide a positive, equitable and inclusive working environment for their employees;
- Attract concessionaires that provide employees with continuous training opportunities, advancement, benefits and worker retention program; and
- Promote sustainability through design and operational improvements.

JWA seeks Board authorization for the Airport Director or designee to issue the RFP to qualified respondents and empanel a group of outside subject matter experts to review the responsive proposals. Based on the evaluations and scoring by the RFP panel of subject matter experts, JWA will return to the Board with recommendations for the award of seven concession leases.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it furthers an administrative process to secure bids for future projects and does not authorize or commit the County to award any bids received for such future projects. This proposed activity is, therefore, not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Request for Qualifications

Attachment B – Request for Proposal/Concession Leases

Attachment C – Phase 2 Concession Development Program

Attachment D – Phase 2 Concession Development Program Schedule

Attachment E – Unison Concession Development Program Phase 2 RFP Report

ATTACHMENT A

STATEMENT of QUALIFICATIONS

COVER SHEET CHECKLIST

The following items must be submitted and tabbed in the following order. It is required that you initial next to each item and sign below. This completed checklist is required to be submitted with your SOQ.

Initial	Item	
	1. EXHIBIT A – General Instructions	
	2. EXHIBIT B – Request for Qualifications	
	3. ATTACHMENT A - SOQ Cover Sheet Checklist	
	4. ATTACHMENT B – Minimum Qualifications Submittal Form	
I certify that I	nave submitted all of the above items in my SOQ.	
AUTHORIZED S	IGNATORY OF RESPONDENT ENTITY	_
BY:		
DATE:		

EXHIBIT A

GENERAL INSTRUCTIONS: PREPARATION, SUBMITTAL AND EVALUATION OF SOQ

FOR

FOOD AND BEVERAGE and SPECIALTY RETAIL CONCESSIONS

Please submit all Statements of Qualifications ("SOQ") in compliance with the following instructions and ensure that <u>all</u> sections are complete. Each entity submitting an SOQ ("Respondent") shall organize its SOQ as outlined below in order to facilitate evaluation by John Wayne Airport ("JWA").

1. Format and Contents

A. General Requirements

Each SOQ shall be presented in a 1-inch, 3-ring binder with a clear cover, using 8-1/2" x 11" paper in portrait orientation, and shall be limited to a maximum of twelve (12) two-sided sheets. The font must be Times New Roman, size 12. All pages must be sequentially numbered, with dividers for each section.

The contents of each SOQ must be tabbed and in the following order:

- 1. SOQ Cover Sheet Checklist. Each SOQ must have a completed SOQ Cover Sheet Checklist attached. Initial each line item, sign and date at the bottom certifying all items are included in the SOQ.
- 2. Attachment B: Minimum Qualifications Submittal Form. Complete the form in its entirety and in Section 4 select whether Respondent is requesting qualification as a Food and Beverage Concession or a Specialty Retail Concession, or both. The Minimum Qualifications Submittal Form must be dated and initialed at the bottom of each page, and signed prior to submission to JWA.
- B. Confirmation of Receipt of All Addenda to this RFQ. Respondents are required to confirm in their SOQ the receipt of all addenda issued to this RFQ (if any). Confirmation will be done in part by Respondent identifying the most recent addendum received. Firms should check the County's procurement web site at www.bidsync.com regularly for the issuance of addenda to this RFQ.
- C. All questions concerning this RFQ shall be submitted on www.bidsync.com before 2:00 PM PDT on January 21, 2020. All questions must be submitted on www.bidsync.com for review and response. Questions and corresponding answers and/or addenda to RFQ documents will be promptly posted on the County's

- procurement website at www.bidsync.com; however, JWA will not be responsible for any delays resulting in Respondent inability to meet the SOQ submission deadline.
- D. Entities wishing to be considered shall submit **one** (1) **original** and **twelve** (12) **hard copies** and **twelve** (12) **electronic copies** on USB flash drives of your firm's SOQ to the address below. Submittals become the property of the County and will not be returned.

County of Orange/John Wayne Airport Eddie Martin Administration Building Attn: Deputy Airport Director – RFQ BidSync **PM 1121 0345 0014** 3160 Airway Avenue Costa Mesa, CA 92626

The package in which the SOQ is delivered must be clearly labeled. Indicate Respondent's name, including all required information for return mail on outside of submitted SOQ package, as shown below:

SEALED STATEMENT OF QUALIFICATIONS (SOQ)

County of Orange/John Wayne Airport
Eddie Martin Administration Building
Attn: Deputy Airport Director – RFQ BidSync **PM 1121 0345 0014**3160 Airway Avenue
Costa Mesa, CA 92626

- E. SOQs must be received at the John Wayne Airport Eddie Martin Administration Building, 3160 Airway Avenue, Costa Mesa, CA 92626 before 2:00 PM PDT on January 28, 2020. Late SOQ submissions will not be accepted and will be returned to the entity unopened.
- F. All protests related to RFQ or SOQ specifications must be submitted to the Airport Director, no later than five (5) business days <u>prior to the submittal deadline</u>. Protests received after the five (5) business day deadline will not be considered.
- G. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit an SOQ prior to the submission date listed above.
- H. Errors in SOQs: Prior to the time and date set for the final receipt of SOQs, any Respondent may withdraw its SOQ and correct any errors in its previously submitted SOQ, and resubmit prior to the due date and time.
- I. Respondents are not to contact any JWA personnel with questions or clarifications concerning this RFQ. Any such action could lead to disqualification from the RFQ process. Questions concerning this RFQ shall be submitted before 2:00 PM PDT on January 21, 2020, on www.bidsync.com.

2. General Conditions

- A. Limitation. This RFQ does not commit JWA to award a Lease or Agreement, pay costs incurred in the preparation of an SOQ and/or responding to this request, nor to procure or contract for services. JWA reserves the right to accept or reject any or all SOQs received as a result of this request.
- B. Confidentiality. SOQs are not to be marked as confidential or proprietary. SOQs submitted in response to this RFQ are subject to public disclosure as required by the California Public Records Act. Additionally, all SOQs shall become the property of the County of Orange. JWA reserves the right to make use of any information or ideas in the SOQ submitted. JWA shall not in any way be liable or responsible for the public disclosure of any information submitted in response to this RFQ.

EVALUATION PLAN OVERVIEW

The selection of Respondents will be determined on a qualifications basis. It is the expressed intent of the County of Orange and John Wayne Airport to identify those Respondents who meet the minimum qualifications. A panel will review each SOQ and may use extrinsic sources and references to verify each Respondent's qualifications. Those Respondents determined to be qualified will be invited to participate in the Request for Proposals ("RFP") process.

- **3.** Schedule of Events Target Dates
 - A. SCHEDULE OF EVENTS
 - B. PROJECTED SCHEDULE OF EVENTS

Event	Schedule
Outreach/Informational Meeting	January 15, 2020
RFQ Issued	January 16, 2020
RFQ Questions Cut-off	January 21, 2020 @ 2:00 p.m.
RFQ Submittal Cut-off	January 28, 2020 @ 2:00 p.m.
Memo to Board of Supervisors of Qualified Proposers	February 4, 2020
RFP Issued	February 5, 2020
Pre-Proposal Meeting and Site Walk (Not Mandatory)	February 7, 2020 @ 12:00 p.m.
RFP Questions Cut-off	February 14, 2020 @ 2:00 p.m.
RFP Submittal Cut-off	March 12, 2020 @ 2:00 p.m.
Panel Review/Interviews	Week of April 6 th
Airport Commission Meeting	May 6, 2020
Board of Supervisors Award of Leases	May 19, 2020
Design and Permitting	May-September 2020
Construction Period	June-November 2020
Opening	October-December 2020

Exhibit B

REQUEST FOR QUALIFICATIONS (RFQ) FOR FOOD AND BEVERAGE and SPECIALTY RETAIL CONCESSIONS

Background

John Wayne Airport ("JWA"), owned and operated by the County of Orange ("County"), is the only commercial service airport in Orange County, California. It is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Irvine, and Newport Beach. In 2018, over 10 million passengers were served.

There are three terminals that make up the Thomas F. Riley Terminal building totaling 730,505 square feet, which includes ticket counters, security screening checkpoints, and baggage claim areas. The Riley Terminal also boasts 20 bridged commercial passenger gates. Two smaller terminals, one at the north end (Gates 1A, 1B, and 1C) and one at the south end (Gates 22A, 22B and 22C) of the Riley Terminal, are available for commuter passenger service.

American Airlines, Delta Air Lines, and WestJet are generally located in Terminal A. Alaska Airlines and United Airlines are generally located in Terminal B, and Frontier and Southwest Airlines are typically located in Terminal C. The airport currently offers 23 food and beverage concessions and 15 retail concessions.

Request for Qualifications

JWA is requesting Statements of Qualifications ("SOQs") from concession operators ("Respondents") who want to be considered for the upcoming Food and Beverage and Specialty Retail Concessions Request for Proposals ("RFP"), which will include the following opportunities:

- 1) Food and Beverage Concessions
- 2) Specialty Retail Concessions

Minimum Qualifications

To participate in the RFP, each Respondent must state which of the two (2) concession categories to be considered for, and required to meet all of the minimum qualifications, at the time of submission, as set forth below. Attachment B is the required Minimum Qualifications Submittal Form that must be submitted along with supporting documentation.

Food and Beverage Concessions Qualifications

1. If Respondent is submitting an SOQ for a Food and Beverage Concession, it must have three (3) of the last five (5) years' experience operating concessions at a medium hub or larger airport, shopping mall, or other high-traffic environment, and meet the following gross sales requirements (this can be individual unit or combined company sales):

Initials_____ PM 1121 0345 0014

Casual Dining/Bar	\$1,500,000 Minimum per year
Quick Serve	\$500,000 Minimum per year
Wine Bar	\$750,000 Minimum per year

Specialty Retail Concessions Qualifications

2. If Respondent is submitting an SOQ for a Specialty Retail Concession, it must have three (3) of the last five (5) years' continuous experience operating concessions at a medium hub or larger airport, shopping mall, or other high-traffic environment and meet the following gross sales requirements (this can be individual unit or combined company sales):

S	pecialty Retail	\$500,000 Minimum per year

Initials_____ PM 1121 0345 0014

ATTACHMENT B

MINIMUM QUALIFICATIONS SUBMITTAL FORM

Directions: Complete this Submittal Form in its entirety. In Section 4, identify whether submitting an SOQ as a Food and Beverage Concession or Specialty Retail Concession, or both. If submitting for both a Food and Beverage Concession or Specialty Retail Concession, you must submit a separate package and both checklists in Section 4 must be completed in their entirety. This form must be initialed and dated on each page and signed and dated at the bottom of Section 4.

SECTION 1:

1

1.	Respondent's name (Even if entity it not final			y are to appear	in the Lease:
Nam	ne:				
Addı	ress:		City	State	Zip
Phor	ne:	Ema	ail:	Fax:	
SEC	TION 2:				
1. Tł	ne Respondent intends	to carry on the bu	siness as:		
	Individual	Partnership	□ Joint	Venture	
	Limited Liability C	Company 🗆	Corporation	□ Other	(attach explanation)
Vent	ture agreement, or form	nation documents	and answer the fo	llowing:	nership agreement or Joint
Nam	ame, address, and share	Address	or the Joint Ventu	e or Partnersmp	Share
b. Da	ate of Organization:				
	eneral or Limited Partn There Recorded:				
e. Re	egistered in California?	·	If so,	when:	

Initial _____ Date ____

SECTION 3:

a. When incorporated/formed		b. In what state/cour	ntry	
. Authorized to do bu	siness in California?	If so, when: _		
ollowing officers. If		and amount of stock/membered below do not exist withing the le with their names:	_	
OFFICER	NAME	ADDRESS	S	AMOUNT of STOCK or INTEREST
President				
Vice President				
Secretary				
Treasurer				
Other				
		per is defined as a stockhold interests of the Corporation ADDRESS	or Limited Li	

SECTION 4:

3

1. If submitting SOQ as a Food and Beverage Concession, complete part a. Food and Beverage Concessions, below. If submitting as a Specialty Retail Concession, complete part b. Specialty **Retail Concessions**, below. If submitting for both, both parts must be completed.

a. FOOD AND BEVERAGE CONCESSIONS		
Casual Dining/Bar		
Properly licensed and in good standing in State of California	Y	N
3 of the last 5 Years' experience operating as a Casual Dining/Bar of		N
List revenue for last 5 years: 2015:2016:2	017:	
2018: 2019:		
Quick Serve		
Properly licensed and in good standing in State of California	Y	N
3 of the last 5 Years' experience operating as a Quick Serve conces		N
List revenue for last 5 years: 2015:2016:2		
2018:2019:		
Wine Bar		
Properly licensed and in good standing in State of California	Y	N
3 of the last 5 Years' experience operating as a Wine Bar concession		N
List revenue for last 5 years: 2015: 2016: 2		• 1
2018: 2019:	017	
b. SPECIALTY RETAIL CONCESSIONS		
Properly Licensed & in Good Standing in State of California	Y	N
3 of the last 5 Years' Experience operating as a Specialty Retail cor	_	N
List revenue for last 5 years: 2015: 2016: 2		11
2018: 2019:	017	
2010		
(SIGNATURE PAGE FOLLOWS.)		

Initial _____ Date ____

Attachment A
Project No. PM 1121 0345 0014
ATTACHMENT B

The undersigned represent and warrant to the County of Orange that the undersigned person(s) are authorized representatives of the Respondent and all information submitted by Respondent in the above Submittal Form and supporting documents to the SOQ is complete, accurate, and truthful. Failure to make full disclosure in responding to the above questions or making any false representation may result in disqualification from participation in the RFP process.

1	Title	
Printed Name	_	
2	Title	
Printed Name		
3	Title	
Printed Name		

Initial ______ Date _____



REQUEST FOR PROPOSALS PM 1121 0345 0014 FOOD AND BEVERAGE, RETAIL CONCESSIONS



PROPOSAL SUBMITTAL DUE DATE: March 12, 2020 by 2:00 p.m.

County of Orange / John Wayne Airport Eddie Martin Administration Building 3160 Airway Avenue, Costa Mesa, CA 92626



3160 Airway Avenue Costa Mesa, CA 92626 PROPOSALS MUST BE RECEIVED ON OR BEFORE

March 12, 2020

Before

2:00 P.M. PST

RFP Number

PM 1121 0345 0014

Cover Page

John Wayne Airport ("JWA" or "Airport"), owned and operated by the County of Orange, California ("County"), is soliciting proposals under this Request for Proposals ("RFP") from qualified firms ("Proposers") to provide Food and Beverage and Specialty Retail Concessions at the Airport.

Proposers must have been determined by JWA to meet or exceed the minimum requirements set forth within the Request for Qualifications issued on January 16, 2020 ("RFQ") based on a Statement of Qualifications submitted in response to that RFQ. Each awarded Concessions Lease ("Lease") will be effective for a ten (10) year term for Food and Beverage Concessions and a seven (7) year term for Specialty Retail Concessions.

This RFP is set out in the following format:

SECTION I Introduction

SECTION II Proposal Requirements
ATTACHMENTS Concession Leases
EXHIBITS Lease Outline Drawings

All questions related to this RFP must be submitted through BidSync at www.BidSync.com.

For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1. Offerors are not to contact any JWA personnel with any questions or clarifications concerning this RFP. Any such action could lead to disqualification from the RFP process.

JWA Business Development (BD) will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from BD and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon such communication.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.					
Company Name (as it appears on your invoice and W9)		Fed ID#			
Address					
Authorized Signature (Sign all copies)	Title	Date			
ame of person to contact in reference to this proposal		Phone Number			

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I. INTRODUCTION



PROPOSALS REQUESTED

The County is requesting proposals ("Proposals") for the JWA Concession Development Program. Phase 2 of the Program will consist of a total of seven (7) Leases for nine (9) locations. There will be five (5) specialty retail locations (two stand-alone Leases and one Lease for three locations), two (2) casual dining & bar locations, one (1) wine bar location, and one (1) quick serve location within the JWA Terminals. A recommended slate of concessionaires will be developed through the RFP process described herein, and the County's Board of Supervisors ("Board") will select successful Proposers and award Leases in accordance with California Government Code Section 25536. Design and permitting will begin immediately after the Lease execution date, with a projected construction completion and opening date of November 2020.

This RFP provides the opportunity for all qualified Proposers to submit Proposals for concepts at the following locations:

Site ID	Location	Location Concept	Approx. Square Footage
4	Terminal C (Gate 14)	Specialty Retail	1,000
5 *	Terminal C (Gate 14)	Specialty Retail	1,100
9 *	Terminal B (Gate 10)	Specialty Retail	930
11	Terminal A (Gate 7)	Specialty Retail	930
12 *	Terminal A (Gate 7)	Specialty Retail	930
18	Terminal B (Gates 9-10)	Food and Beverage/Wine Bar	2,065
8	Terminal B (Gate 10-11)	Food and Beverage: Bar/Casual Dining	2,176
14	Terminal A (Gate 3-4)	Food and Beverage: Bar/Casual Dining	1,949
2	Terminal C (Gate 17-18)	Food and Beverage: Quick Serve	1,084

^{*}Sites 5, 9, & 12: One Specialty Retail Lease

Proposers may submit Proposals on one or more location concepts identified in this RFP. However, each Proposer can only be awarded a maximum of one (1) Food and Beverage Lease package. Proposers can be awarded more than one Speciality Retail Package. If proposing on one or more lease package, the Proposer is required to submit a separate and complete Proposal for each lease package.

The County reserves the right to award locations based on the best fit for the overall concessions program. JWA reserves the right to phase construction as necessary to minimize impacts of site development on the Airport's guests, as well as balance the needs of its tenants, including airlines, existing concessionaires, and new concessionaires. The timelines expressed in this RFP are merely estimates, subject to change, and JWA will not be liable to successful Proposers for any circumstances resulting in delayed construction completion.

CONCESSIONS PROGRAM GOALS

JWA has established the following goals for this RFP:

- a) Provide a superior guest experience;
- b) Refresh the concessions program with a focus on local and regional concepts;
- c) Provide new food and beverage options that reflect the evolving tastes and preferences of today's JWA traveler;
- d) Provide specialty retail concepts that highlight merchandise from Orange County and Southern California that is fairly and reasonably priced;
- e) Improve breakfast and grab-and-go offerings in all food and beverage locations;
- f) Attract quality and diverse employers who promote excellence in guest services and provide a positive, equitable, and inclusive working environment for their employees;
- g) Provide its employees with continuous training opportunities, advancement, benefits, and worker retention program; and
- h) Promote sustainability through design and operational improvements.

AIRPORT DESCRIPTION

JWA is the only commercial airport in Orange County, California. It is located approximately 35 miles south of Los Angeles, between the cities of Costa Mesa, Newport Beach, and Irvine.

JWA spans approximately 500 acres and its two runways serve commercial and private aircraft. The Airport is served by several major commercial airlines and is home to a vibrant business jet and piston engine general aviation community. In 2018, JWA served more than 10 million passengers from the Thomas F. Riley Terminal and handled nearly 20,000 tons of cargo.

JWA is proud to announce that J.D. Power selected and awarded JWA as the recipient of the Best Large Airport Award in the 2017 and 2018 North America Airport Satisfaction Studies. These studies were based on responses from 34,695 North American travelers and measures overall traveler satisfaction by examining six factors (in order of importance): terminal facilities; airport accessibility; security check; baggage claim; check-in/baggage check; and food, beverage, and retail.

SETTLEMENT AGREEMENT BACKGROUND

The 1985 "Settlement Agreement" formalized consensus reached between the County of Orange, the City of Newport Beach, and two community groups on the nature and extent of facility and

operational improvements that could be implemented at JWA through 2005. In 2003, the original four signatories approved a series of amendments to the Settlement Agreement that allowed for additional facilities and operational capacity and continued to provide environmental protections for the local community through 2015. This amendment allowed for additional facilities and operational capacity and continued to provide environmental protections for the local community. In 2014, the signatories approved amendments that increased operational capacity and extended the agreement through December 31, 2030. No facility improvements were included in this amendment.

The Settlement Agreement and its amendments allow the operational capacity at JWA to remain at the currently authorized 10.8 Million Annual Passengers (MAP) through December 31, 2020, and provides for an increase to 11.8 MAP through December 31, 2025, and to 12.2 MAP or 12.5 MAP through December 31, 2030 depending on the actual service level from 2021 to 2025. The amendment maintains JWA's curfew through December 31, 2035, provides for an increase in the number of regulated flights allocated to passenger commercial carriers at JWA, and eliminates the limit on permitted number of commercial passenger loading bridges beginning on January 1, 2021.

Please reference the following links for more information on the 1985 Settlement Agreement and associated documents:

 $\underline{\text{http://www.ocair.com/communityrelations/settlementagreement/docs/1985\%20Settlement\%20A}\\ greement.pdf$

9th Supplemental Stipulation -

 $\frac{http://www.ocair.com/communityrelations/settlementagreement/docs/9th\%20Stipulation.pdf}{10^{th}\ Supplemental\ Stipulation}\ -$

http://www.ocair.com/communityrelations/settlementagreement/docs/10th%20Stipulation.pdf

CONCESSION PROGRAM PHASE 1

JWA's Phase 1 Concession Program consisted of a total two (2) specialty retail locations, two (2) casual dining & bar locations, four (4) specialty coffee locations, and one (1) quick serve location throughout terminals A, B, and C. Selection was made through the RFP process and awarded by the Board of Supervisors on August 27, 2019. Construction of the newly awarded leases is expected to be completed by third quarter 2020.

HOURS OF AIRPORT OPERATION

Commercial airline operations at JWA begin at 7:00 a.m. (8:00 a.m. on Sundays) and continue until 11:00 p.m. Departures may occur no later than 10:00 p.m. daily.

CURRENT RETAIL CONCESSIONS

Concessionaire	Concept	Location(s)
Hudson	News and Gift and Specialty Retail	CNN (Terminal A - Pre-Security) Hudson Newswall (Terminal A) Sunglass Hut/Rip Curl (Terminal A) Orange County Market (Terminal A) Hudson News (Terminal A) CNN (Terminal C)
Paradies	News and Gift and Specialty Retail	CNBC (Terminal B - Pre-Security) South Coast News (Terminal B) OC TravelMart (Terminal C - Pre-Security) Beach Front News (Terminal C) InMotion Entertainment (Terminal C) CNBC Newswall (Terminal C)
XpresSpa	Specialty	Terminal B
Brookstone	Specialty	Terminal B

REPORTED GROSS RECEIPTS FOR CURRENT RETAIL CONCESSIONS (Fiscal Year is July through June)

Fiscal Year	Hudson	Paradies	Brookstone	XpresSpa
2013 - 2014	\$7,638,658	\$5,052,531	\$484,464	\$331,086
2014 - 2015	\$8,838,315	\$4,813,919	\$646,706	\$547,104
2015 - 2016	\$9,339,324	\$5,781,439	\$659,832	\$539,689
2016 - 2017	\$9,779,679	\$6,007,013	\$648,501	\$569,091
2017 - 2018	\$9,565,720	\$6,102,761	\$554,312	\$600,908

CURRENT FOOD AND BEVERAGE CONCESSIONS

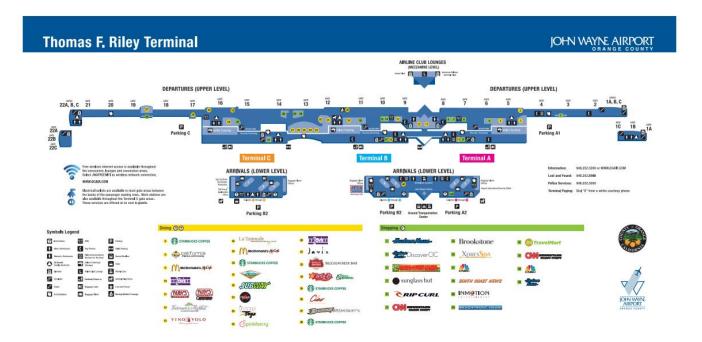
Concessionaire	Concept	Location(s)
Host	Primary Food and Beverage	Zov's (Terminal A - Pre-Security) Starbucks (Terminal A) California Pizza Kitchen (Terminal A) Ruby's Diner (Rotated Square) Ruby's Diner To-Go (Rotated Square) Farmers Market (Rotated Square) La Tapenade (Terminal B - Pre - Security) Starbucks (Terminal B) Hobie Sand Bar (Terminal B) Starbucks (Terminal B - Baggage Claim) Zov's (Terminal C) Pei Wei (Terminal C) Stella Bar (Terminal C) Starbucks (Terminal C) Ciao (Terminal C) Ducks Bar (Terminal C) Blaze Pizza —(Terminal C)
McDonald's	Fast Food	Terminal A Terminal B
Vino Volo	Specialty	Terminal B
Carl's Jr.	Fast Food	Terminal C
Subway	Fast Food	Between Terminals B and C

REPORTED GROSS RECEIPTS FOR CURRENT FOOD AND BEVERAGE CONCESSIONS

(Fiscal Year is July through June)

Fiscal Year	Host	McDonald's	Vino Volo	Carl's Jr.	Subway
2013 - 2014	\$22,194,008	\$3,965,489	\$1,160,611	\$1,734,192	\$1,257,508
2014 - 2015	\$23,858,268	\$3,827,026	\$1,249,610	\$1,733,014	\$1,156,264
2015 - 2016	\$28,954,224	\$4,002,368	\$1,351,126	\$2,010,520	\$1,282,928
2016 - 2017	\$30,658,216	\$4,088,011	\$1,376,749	\$2,225,136	\$1,189,301
2017 - 2018	\$30,123,474	\$4,541,659	\$1,724,712	\$1,998,417	\$1,125,218

https://www.ocair.com/investorrelations/financials/revenuereports/FY17-18.pdf



PASSENGER TRAFFIC

A breakdown of passengers is provided below. It may be assumed that passengers were split equally between enplaned and deplaned passengers.

Jan-17	793,774
Feb-17	711,010
Mar-17	856,025
Apr-17	851,169
May-17	878,901
Jun-17	902,059

Jul-17	919,223
Aug-17	934,515
Sep-17	853,545
Oct-17	930,911
Nov-17	892,995
Dec-17	899,451

Jan-18	817,258
Feb-18	763,505
Mar-18	893,668
Apr-18	893,668
May-18	915,833
Jun-18	950,834

Jul-18

Aug-18

Sep-18

Oct-18

Nov-18

Dec-18

991,003

991,112

856,688

907,191

850,458

828,070

Jul-19	946,111
Aug-19	942,541
Sep-19	859,174

Jan-19	819,392
Feb-19	789,557
Mar-19	923,469
Apr-19	899,276
May-19	942,872
Jun-19	918,913

FIVE-YEAR ENPLANED PASSENGER COUNT HISTORY

Passenger Count	2014	2015	2016	2017	2018
Enplaned PAX	4,681,292	5,011,857	5,243,852	5,195,047	5,317,149

PASSENGER PROFILE

A passenger survey was completed by Phoenix Marketing International in November 2017. Of the 404 telephone surveys and 410 intercept surveys (passengers in the terminal), 22% of those surveyed described their travel as business-related. In addition, the most frequent means of getting to the Airport among intercept survey respondents were auto drop-offs (40%), rental cars (15%), and driving personal autos (9%). The use of ride-hailing services, Uber/Lyft/Wingz now accounts for twenty-two (22%) percent of all arrivals to JWA. The complete passenger survey is available online at:

http://www.ocair.com/reportspublications/PassengerSurvey/2017JWAPassengerSurvey.pdf

PARKING FACILITIES DESCRIPTION

JWA parking facilities consist of the A1 Parking Structure (approximately 1,476 parking spaces) A2 and B2 Parking Structures (approximately 4,442 parking spaces, consisting of 3,033 public spaces, 756 rental car spaces, 588 valet parking spaces, and 65 employee spaces), and Parking Structure C (approximately 2,009 parking spaces). The A1 Parking Structure is located at the north end and Parking Structure C is located on the south end of the adjoining Thomas F. Riley Terminal. The Lower Level and Upper Level Terminal roadways run between the Easterly A2 and B2 Parking Structures, with the A1 and C Parking Structures and the Terminal on the west side.

JWA also has two remote lots, referred to as the Main Street Lot and the T-Lot (Employee Lot). The Main Street Lot consists of approximately 1,280 parking spaces. The T-Lot consists of approximately 833 parking spaces.

CURRENT PASSENGER PARKING OPERATIONS

The County currently has an operating agreement with LAZ Parking California, LLC (LAZ) for the operation of JWA public parking facilities, which include the parking structures and the Main Street Lot. The courtesy passenger shuttle service between the Main Street long-term parking lot and the Terminal and the employee shuttle service between the employee parking lot on Main Street and the Terminal are currently operated by LAZ shuttle services.

II. PROPOSAL REQUIREMENTS



PROPOSAL OVERVIEW

Proposers shall propose to sell the following items with a specific theme identified in an overall concept. County understands that there will be some product overlap at stores within the terminals, but desires to minimize this in order to maintain a healthy sales environment for all concessionaires while providing first-class shopping and dining to Airport guests. The items include but are not limited to the following:

Space/Site	Total Area	Category
Terminal A		Specialty High End Retail:
Post Security- Site 11 Site 12*	930 sf. 930 sf.	The categories suggested below, are provided as a guideline. JWA encourages creativity by Proposers for concept, design and layout.
Terminal B Post Security- Site 9* Terminal C	930 sf.	 Luxury Accessories High End Prestige Cosmetics/Body Care Designer Apparel Theme Park merchandise High End Jewelry/Watches
Post Security- Site 4 Site 5*	1,000 sf. 1,100 sf.	• Leather Goods Successful Proposers will be required to comply with JWA interactive wayfinding signage with menus, ordering, designated pickup locations and delivery system.
		The following items/services are not permitted:
*One lease package		 News and Gift items Tobacco, e-cigarettes, cannabis products, and/or vaping products Spa Services Electronics Food/Beverage products Candy and pre-packaged snack items
Terminal A		Casual Dining Restaurant/Bar:
Post Security- Site 14 Terminal B Post Security- Site 8	1,949 sf. 2,176 sf.	These are locations with table service and a separate bar area. All locations should offer front window seating with a view of the airfield. JWA prefers restaurant concepts that focus on specific themes – such as a regional specialty cuisine or celebrity chef inspired – that are unique or present a strong local or regional brand.
		Food must be made-to-order.
		Overall sales for alcohol should not exceed 40%.
		Restaurants must offer a menu that covers breakfast, lunch, and dinner consistent with the proposed concept theme or brand. Drip coffee will be allowed. In addition, a separate bar area should be designated and offer a full variety of alcoholic beverages, including cocktails, beer, and wine. Exposition cooking and open design are strongly encouraged.

		Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go. Successful Proposers will be required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations, and delivery system. It is important to note that proposed concepts must not duplicate any concepts currently offered in the terminals. The following items are not permitted: • Specialty Coffee and Specialty Tea Beverages • Candy and pre-packaged snack items • Tobacco, e-cigarettes, cannabis products, and/or vaping products
Terminal C		Quick Serve Restaurant (QSR):
Post Security- Site 2	1,084 sf.	The offered location is intended for the sale of made-to-order food and non-alcoholic beverages in a counter-service setting. JWA prefers the quick service concept to be a recognized local or regional brand.
		The menu should focus on one specific cuisine or offer a variety of freshly prepared items that covers breakfast, lunch, and dinner. The QSR must offer premium quality products, fulfilled/provided quickly, efficiently and in durable environmentally conscious packaging.
		Examples of cuisines or themes include, but are not limited to: • American • Asian • Italian • Latin American • Mediterranean • Mexican
		It is important to note that proposed concepts should not duplicate any existing concepts already offered in the terminal.
		Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go.
		The successful Proposer will be required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations and delivery system.
		A maximum of 10% of retail space can be used to sell their branded non-food items.
		Seating will be permitted contingent upon proposed design. If approved design allows for a controlled seating area within the lease premises; the successful Proposer will have the ability to sell beer and wine.

		The following items are not permitted: • Specialty Coffee and Specialty Tea Beverages • Pre-packaged snack items • Tobacco, e-cigarettes, cannabis products, and/or vaping products
Terminal B Post Security Site 18	2,065 sq ft	Wine Bar Wine bar concept must include a made to order menu. This is a location with table service and a separate bar area. All locations should offer seating with a view of the airfield. JWA prefers restaurant concepts that focus on specific themes – such as a regional specialty cuisine or celebrity chef inspired – that is unique or presents a strong local or regional brand. Food must include a made-to-order menu. Overall sales for alcohol consumption on site should not exceed 40%. Bottle sales are not included in this percentage. Restaurants must offer a menu that covers breakfast, lunch, and dinner and are consistent with the proposed concept theme or brand. Drip coffee will be allowed. In addition, a separate bar area should be designated and offer a full variety of local, regional and national wines. Exposition cooking and open design are strongly encouraged. Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go. Operator is required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations and delivery system. It is important to note that proposed concepts must not duplicate any existing concepts already offered in the terminals. The following items are not permitted: • Specialty Coffee and Specialty Tea Beverages • Candy and pre-packaged snack items • Tobacco, e-cigarettes, cannabis products, and/or vaping products

The Airport reserves the right to restrict or prohibit the sale of those items which, in the opinion of the Airport, are not in the public interest, or which might compete unfairly with other Terminal concessions. The Lease will require each tenant to agree not to conduct or permit to be conducted any public or private nuisance in, on, or from the leased premises, or to commit or permit to be committed any waste in, on ,or from the leased premises.

PRICING

JWA has a pricing policy that **PRICING MUST NOT EXCEED STREET PRICING PLUS 10%.** Prices of items provided for sale shall not exceed one hundred and ten percent (110%) of the prices found in approved comparable locations in the Orange County area.

Tenants are required to perform and submit price surveys every year from the effective date of the Lease or at the request of the Airport Director or designee. Price surveys shall include, at a minimum, prices from three (3) local establishments approved in advance by JWA. Tenant will be required to submit, on an annual basis or upon JWA's request, a pricing survey of items comprising the permitted use showing the same or comparable prices found in Tenant's off-Airport locations, if any, or comparable locations approved by JWA, as determined by Airport Director or designee to be comparable. Should any prices on specific items exceed 110% of the comparables, the Airport Director or designee will have the right to require a price adjustment on the specified items.

CONCESSION CONSTRUCTION REQUIREMENTS

JWA's goal is to facilitate the highest concession standards by establishing an atmosphere that provides a superior guest experience, and increases the operational and economic performance of each concession.

Proposer shall construct, equip, and complete the capital improvements for the concession locations included within this RFP in accordance with the Tenant Design Guidelines (TDG) and plans and specifications approved by County. Proposers can view or obtain a copy of JWA's TDG at:

https://www.ocair.com/businessandemployment/docs/tenants/JWA-Tenant-Guidelines_2019-10-28.pdf

A minimum of **Four Hundred Dollars** (\$400.00) per square foot in capital improvement costs must be used for the development of construction and installation of the capital improvements in each specialty retail concession location in Proposer' five-year pro-forma planning submittal.

A minimum of **Five Hundred Dollars** (\$500.00) per square foot in capital improvement costs must be used for the development of construction and installation of the capital improvements in each food and beverage concession location in Proposer's five-year pro-forma planning submittal.

Proposer is responsible for all interior and exterior finish work inside the concession locations subject to the term of the Lease for the applicable concession, including, but not limited to, shelving, counters, and interior design, and each tenant shall be responsible for installing utility hook-ups from the point of connection into the leased premises.

CONCESSION MIDTERM REFURBISHMENT

At the midterm of the Lease, each tenant shall be required make a reinvestment, in an amount to be determined by Airport Director but not exceeding 50% of the total cost of its initial capital improvements, for the purpose of keeping the concession and its technology contemporary and competitive with current concession trends and methods. Each tenant shall complete the Concession midterm Refurbishment, as approved by the Airport Director or designee, within one hundred eighty (180) days from the midterm of the Lease. For Specialty Retail Concession Leases, the midterm is three-and-a-half years (42 months) from the Rent Commencement Date (as defined

in the Lease). For Food and Beverage Concession Leases, the midterm is five years (60 months) from the Rent Commencement date. Failure to complete the refurbishment by said date shall be cause for termination of the Lease, and/or at the direction of the Airport Director or designee, the sum of two thousand dollars (\$2,000) per day until the Concession Midterm Refurbishment has been completed to the satisfaction of the County. This amount shall be in addition to all other sums due under the Lease.

Each tenant shall be required to submit plans for the Concession Midterm Refurbishment at least one hundred eighty (180) days prior to midterm anniversary. The plans and specifications shall be certified by an architect or engineer and shall consist of (a) working drawings, (b) technical specifications, and (c) proposed equipment upgrades or changes. Failure to submit the plans for refurbishment by said date shall be cause for termination of the Lease, and/or at the direction of the Airport Director or designee, the sum of two thousand dollars (\$2,000) per day until the Concession Midterm plans have been submitted to the satisfaction of the County. This amount shall be in addition to all other sums due under the Lease.

Within sixty (60) calendar days following the completion of the Concession Midterm Refurbishment to the satisfaction of the Airport Director or designee, each tenant must provide certified documentation of all the capital investment actually expended in the design and installation of the Concession Midterm Refurbishment, together with "as-built" plans/records drawings as required elsewhere in the Lease. When documenting each refurbishment minimum investment required by the Lease, architectural and engineering charges not exceeding 15% of the total investment may be included. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, internal design, review, management and oversight of construction on leased premises, tenant's licensing or franchising costs, bond premiums, or developer fees.

LEASE SUMMARY – FOOD AND BEVERAGE CONCESSIONS

USE

Operation of a concession as proposed, for the sale of a particular type of food, beverages, products, or services incidental to said concession.

LEASED PREMISES

Food and Beverage concession consisting of approximately _____ sq. ft. located in Terminal __ as proposed, and storage space in an amount and location to be determined in the storage area in the arrivals level in Terminal __ at John Wayne Airport.

TERM

Ten Years (10) years commencing upon the Rent Commencement Date.

TERMINATION

County may terminate the Lease upon 60 days' written notice, subject to the tenant reimbursement requirements of the Lease.

RENT

The tenant shall pay monthly $1/12^{th}$ of the Minimum Annual Guarantee (MAG) of \$100.00 per sq. ft. or percentage rent, whichever is higher. The tenant shall report sales in arrears on the 15^{th} of the month along with payment of MAG or percentage rent, whichever is higher. The percentage rent will be tiered based on gross revenues as follows:

Quick Serve Tiered Rent			
\$ -	\$500,000.00	12%	
\$500,000.01	\$750,000.00	14%	
\$750,000.01		16%	

Casual Dining Tiered Rent			
\$ -	\$1,000,000.00	12%	
\$1,000,000.01	\$2,000,000.00	14%	
\$2,000,000.01		16%	

Wine Bar Tiered Rent		
\$ -	\$1,000,000.00	12%
\$1,000,000.01	\$2,000,000.00	14%
\$2,000,000.01		16%

LEASE SUMMARY – SPECIALTY RETAIL CONCESSIONS

USE

Operation of a concession as proposed, for the sale of particular products, including merchandise or services incidental to said concession.

LEASED PREMISES

Specialty Retail concession consisting of approximately _____ sq. ft. located in Terminal __ as proposed, and storage space in an amount and location to be determined in the storage area in the arrivals level in Terminal __ at John Wayne Airport.

TERM

Seven (7) years commencing upon the Rent Commencement Date.

TERMINATION

County may terminate the Lease upon 60 days' written notice.

RENT

The tenant shall pay monthly $1/12^{th}$ of the Minimum Annual Guarantee (MAG) of \$100.00 per sq. ft. or percentage rent, whichever is higher. The tenant shall report sales in arrears on the 15^{th} of the month along with payment of MAG or percentage rent, whichever is higher. The percentage rent will be tiered based on gross revenues as follows:

Specialty Retail Tiered Rent			
\$ -	\$500,000.00	12%	
\$500,000.01	\$750,000.00	14%	
\$750,000.01		16%	

LEASE SUMMARY – APPLICABLE TO ALL CONCESSIONS

INFRASTRUCTURE FEE

Each tenant shall pay to the County an Infrastructure Fee, payable monthly in arrears on or before the fifteenth day of each month. This charge covers the amortized cost of utility infrastructure improvements that the Airport provides to each concession lease location. This rate is eight dollars (\$8.00) per year per square foot, payable in monthly pro-rata installments throughout the term of the Lease. The fee is due upon Rent Commencement Date and is additional rent.

RENT REVISION

The MAG shall be adjusted annually by the Consumer Price Index (CPI) or 85% of the annual rent paid for the preceding accounting year, whichever is greater. In no case shall the minimum annual rent be reduced by reason of such adjustment.

STORAGE SPACE

Storage space is available depending on Concessionaire needs and shall be made available under a separate agreement with the County. Cost of rent is per square foot based on the latest rates and charges schedule established by the County. The rate is subject to adjustments from time to time. Proposers are requested to identify storage space requirements as part of this Proposal and state the amount of square footage need anticipated on Attachment 3. The Airport will attempt to locate storage space as close to the proposed space as possible.

BADGING/PARKING FEES

The Airport Security Plan (ASP) requires that each person issued an Airport security badge be made aware of his responsibilities regarding the privilege of access to restricted areas of the Airport.TENANT shall be responsible for all applicable fees and costs associated with the background checks and badging process. The amount of such fees is subject to change without notice.

Each tenant shall pay the monthly employee parking fee, subject to change, for employee vehicles parked in the employee parking lot or other designated employee parking locations on the Airport.

MARKETING FUND

The County has established a marketing fund for the Airport to conduct sales promotions, Airport-wide advertising, and related activities intended to promote the Airport and its tenants. Commencing January 1 of each calendar year, each tenant shall be required to make an annual marketing fund payment in the amount of ten thousand dollars (\$10,000.00) per location. The tenant agrees to pay this amount on or before January 1 of each year. All monies received by the Airport for the marketing fund shall be used solely for the purpose of Airport tenants' promotions and directly related expenses. In the event any year of the Lease contains less than 12 months, the tenant shall pay a pro-rata portion of the annual amount corresponding to the number of months remaining in that calendar year.

For example, if the Lease commences on November 1, the tenant shall pay the monthly pro-rata portion (\$833.33 per month) of the annual marketing fund amount for November and December (totaling \$1,666.67). Then, commencing on January 1, the tenant shall make the full annual marketing fund payment of \$10,000.00. Should the Lease expire on September 15, the tenant shall pay a pro-rata portion of the annual amount for the months of January through September.

SECURITY DEPOSIT

The initial security deposit shall be equal to four times the estimated monthly rent as determined by Airport Director. Concurrently with the annual revision of rent, the security deposit shall be subject to adjustment to an amount equal to approximately four (4) times the estimated monthly rent.

OPERATIONAL REQUIREMENTS

Our customers, and yours, typically consist of passengers who have limited time to spend in restaurants and shops and must be served quickly and efficiently. Concessionaires should pay close attention to how their facilities will accommodate customers who may have rolling luggage and may be traveling with others including children. The Airport is open 365 days per year, and flight delays necessitate that tenants be prepared to extend hours to provide valuable customer service and capture this additional business. Each employee at the Airport is also an ambassador for the Airport. Training is essential to ensure that knowledge of the terminals, the basic functioning of the Airport, and general information about the region are known by all employees. It is very common for anyone wearing an Airport identification badge to be approached by passengers with general questions.

A. Personnel

1. Tenant is required to provide a qualified and experienced manager onsite to oversee operations.

- 2. Tenant is required to have employees to be properly dressed, clean, courteous and neat in appearance.
- 3. Tenant is required to comply with all Federal and State law regarding employee hiring.
- 4. Tenant is required to maintain a JWA approved employee plan staffing schedule.

B. Operation

- 1. Tenant's concession plan, products and pricing must be as the tenant has proposed and approved by County and the tenant shall not make any changes without first obtaining written approval of Airport Director or designee. All requests must be submitted thirty (30) days in advance for review.
- 2. Prices for food and beverage items or services offered shall be conspicuously displayed in 36 font and/or printed on a menu or brochure. All retail items and grab and go food items are required to be displayed with visible signage in a 36 font reflecting prices. Prices must not exceed street pricing + 10% as approved by Airport Director or designee.
- 3. Promotional advertising displays and signage are not permitted unless approved by Airport Director or designee in advance. All requests must be submitted thirty (30) days in advance for review. Any displays that are considered objectionable must be removed at discretion of County.
- 4. Tenant is required to accept cash, major credit cards and debit cards for payment.
- 5. Tenant is required to use recyclable materials and participate in the Airport's recycling program.
- 6. Tenant is required to have supplies delivered only at times (currently 11:00 pm 6:00 am, seven (7) days a week), and through routes and entrances (non-peak hours), designated by Airport Director.
- 7. Tenant shall utilize carts, shippers, hand trucks, and dollies that were outfitted with pneumatic (air) or gel tires to move products or merchandise from storage to concession areas. Metal or hard rubber wheels or tires are prohibited.
- 8. Tenant is responsible for charges for installation of dedicated phone lines and phone service charges, and for making all electrical, sewer, HVAC, gas and water connections to and within the leased premises.
- 9. Tenant is required to immediately notify Airport Director or designee of all citations concerning food safety or other inspection violations.
- 10. Tenant cannot place any unauthorized lock upon any window or door unless a key is

maintained on the leased premises and a copy provided to Airport Director or designee.

- 11. Tenant shall establish and submit a Standards of Quality operating manual to JWA for review and approval. Tenant must maintain the approved standards offering quality service and food.
- 12. County shall have the right to implement a revenue system that can provide daily reports to County. If County exercises such right, the tenant must, at its cost, purchase, and install the necessary equipment, train its employees, and thereafter use such equipment to take part in such system.

C. Terminal Communication Systems and Operations

- 1. County reserves the right to require each tenant to change over to any future Airport-wide network once installed.
- 2. Tenant is required to not interfere with utility, heating, ventilating or air-conditioning systems.
- 3. Tenant is required to abide by County ordinances prohibiting smoking in the terminal building.
- 4. Tenant is required to not interfere with other tenants' use and operations at the Airport.

CONCESSION REFURBISHMENT

Tenant shall submit plans and specifications for JWA's approval of its refurbishment of the facilities at least one hundred eighty (180) days before midterm anniversary from the Rent Commencement Date:

- For Specialty Retail three-and-a-half years (42 months) for Specialty Retail
- For Food and Beverage and 5 years (60 months)

Tenant shall expend an amount to be determined by the Airport Director based on the condition of the leased premises but not exceeding 50% of the total cost of its initial capital improvements for the purpose of keeping the concession and its technology contemporary and competitive with current concession trends and methods.

ASSIGNING AND TRANSFERRING

Assigning and transferring are permitted only upon County's prior written approval after the tenant has submitted all required documents and fees.

INSURANCE

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

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

The policy or policies of insurance maintained by the TENANT shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all contents and any TENANT improvements including Business Interruption/Loss of Rents with a 12 month limit.	100% of the Replacement Cost Value and no coinsurance provision.
Liquor Liability (As Applicable)	\$1,000,000 per occurrence

PROPOSERS' INSTRUCTIONS

Please read the following Proposers' Instructions and Proposer's Checklist carefully and review your proposal package immediately upon downloading it from BidSync to ensure that you have in your possession all the necessary documents. The information presented in this RFP is provided solely for the convenience of Proposers and other interested parties. It is the responsibility of the Proposers and interested parties to assure themselves that the information contained in this package is accurate and complete. The County and its advisors provide no assurances pertaining to the accuracy of the data in the RFP.

All proposal documents and supplementary material or information submitted to JWA shall become the property of the County of Orange. All costs associated with the preparation and submission of any proposal shall be borne entirely by the Proposer. All documents submitted in connection with this RFP will remain confidential until selection of Proposers for recommendation to the County's Board of Supervisors. Upon selection of Proposers, said documents may be subject to public disclosure pursuant to the California Public Records Act ("PRA") at California Government Code Section 6250 *et seq*.

The Proposer must clearly mark as "confidential" all pages that Proposer claims are exempt from public disclosure pursuant to the PRA. If the County receives a PRA request for such records, the County will notify the affected Proposer of the request and the estimated time at which the County will publicly disclose such records, providing the Proposer with an opportunity to obtain a court order prohibiting such disclosure. The County shall in no way and under no circumstances become liable due to to the public disclosure of records submitted in response to this RFP.

The County reserves the right to award any of the Leases to respondents other than the evaluation committee's recommended Proposer, to reject any or all Proposals, to cause re-soliciting of the Proposals, or to take such other course of action as the County deems appropriate at the County's sole and absolute discretion.

PROJECTED SCHEDULE

Event	Schedule
Outreach/Informational Meeting	January 15, 2020
RFQ Issuance	January 16, 2020
RFQ Questions Cut-off	January 21, 2020 @ 2:00 p.m.
RFQ Submittal Cut-off	January 28, 2020 @ 2:00 p.m.
Memo to Board of Supervisors of Qualified Proposers	February 4, 2020
RFP Issuance	February 5, 2020
Pre-Proposal Meeting and Site Walk (Not Mandatory)	February 7, 2020 @ 12:00 p.m.
RFP Questions Cut-off	February 14, 2020 @ 2:00 p.m.
RFP Submittal Cut-off	March 12, 2020 @ 2:00 p.m.
Panel Review/Interviews	Week of April 6 th
Airport Commission Meeting	May 6, 2020
Board of Supervisors Award of Leases	May 19, 2020
Design and Permitting	May-September 2020
Construction Period	June-November 2020
Opening	October-December 2020

PROPOSAL PROCEDURE

To be considered for the award of a Lease at JWA, Proposer must complete and submit a signed Proposal including a Proposer's deposit, a Proposer's Questionnaire, a signed Lease with attachments (see Exhibit 3), and all required documents identified on the checklist as set forth below.

PRE-PROPOSAL MEETING AND SITE WALK

Proposers are encouraged to attend a pre-proposal meeting and site walk. JWA staff will be available at that time to summarize the RFP process. This opportunity will occur one time only, and the County will not schedule individual meetings. The pre-proposal meeting and site walk is not mandatory.

If you will be attending the pre-proposal meeting and site walk, you must register through Survey Monkey at https://www.surveymonkey.com/r/TG3HZD2.

The pre-proposal meeting and site walk will be held on February 7, 2020, at 12:00 P.M. at:

John Wayne Airport Administrative Offices 18601 Airport Way Santa Ana, CA 92707

Participating Proposers will initially assemble at the above location, where the pre-proposal meeting will take place in the Terminal Administration conference room. From there, you will be escorted for a site tour of the terminal concession locations. Proposers who are late will <u>not</u> have the opportunity to participate in the tour.

All questions related to this RFP must be submitted through BidSync at www.BidSync.com. Responses to questions will also be posted on BidSync. Proposers are not to contact JWA personnel with any questions or clarifications concerning this RFP except through BidSync. Violations may result in disqualification.

For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

PROPOSAL ADDENDA

Proposal Addenda, if necessary, will be posted on BidSync.com. Proposers are responsible to comply with all posted Addenda.

PROPOSAL DEPOSIT

Each Proposal must be accompanied by a deposit in the amount of twenty-five thousand dollars (\$25,000) in the form of a cashier's check made payable to "County of Orange/John Wayne Airport" and submitted in a sealed envelope with the Proposal.

Deposits submitted by the unsuccessful Proposers will be returned within thirty (30) days after execution of the relevant Lease by the County and the successful Proposer, or after all Proposals have been rejected.

The successful Proposer's deposit shall be refunded after submittal of the security deposit and insurance required by the Lease. Should the successful Proposer fail to execute the Lease or submit the security deposit or insurance within thirty (30) days of County's execution of the Lease, the Proposer's deposit may be retained by the County as liquidated damages.

FORMAT REQUIREMENTS

The Proposal must be submitted on the Proposal Form and must formatted and presented as set forth below.

<u>Non-Responsive or Late Proposals</u>: Proposals not submitted in the manner described herein may be considered non-responsive and subject to rejection. Late Proposals shall be rejected and returned to the Proposer. This deadline is absolute and Proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures Proposals will be delivered to the correct location before the due date and time.

<u>Page Limit</u>: Proposals shall not exceed **one hundred (100) two-sided sheets**, excluding front and back covers, section dividers, financial statements, and table of contents. Proposals should be prepared in a concise manner that clearly responds to the information requested in this RFP. **Any additional pages will be discarded and will not be reviewed.**

<u>Format</u>: Proposals must be typewritten in Times New Roman 12-point font on white 8½" x 11" paper, in portrait format, and must be unbound. 2" white three-ring binders with clear covers are required and must include Respondent information inserted in the front cover. All pages of the Proposal are to be numbered for ease of review by the evaluation panel.

SUBMISSION OF PROPOSALS VIA SEALED PACKAGE

<u>Packaging and Identification</u>: Respondent shall submit its Proposal in a sealed package and shall write/type the submittal address information on the outermost portion of the sealed package.

<u>Number of Proposals:</u> Twelve (12) full sets of your written Proposal, one (1) original, eleven (11) copies, and twelve (12) flash drives in PDF file format, along with your Proposal deposit, must be delivered before the time and date shown below:

Proposal Due Date and Time: March 12, 2020, at 2:00 PM

Proposals shall be submitted to the following address:

County of Orange/John Wayne Airport Eddie Martin Administration Building

Attn: Deputy Airport Director, BD – Concession Proposal PM 1121- 0345-0014

3160 Airway Avenue

Costa Mesa, CA 92626

The original Proposal must be submitted on County proposal forms including a signed copy of the completed Proposal Cover Sheet, enclosed in a sealed envelope, and prominently marked **ORIGINAL PROPOSAL**. The original Proposal and required copies must be in a sealed box(s) and contain the above address information on the outside of the box(s).

PROPOSAL REVIEW AND EVALUATION

JWA will supervise the analysis of all properly submitted Proposals and return to the Board of Supervisors with the evaluation committee's slate of recommended Proposers with their corresponding scores.

The evaluation committee's recommendation will be advisory to the Board. It is the County's intent to award the Leases pursuant to California Government Code Section 25536 to Proposers who provide Proposals that best meet the objectives of this process.

The County reserves the right to award the Leases to other than the evaluation committee's recommended Proposers, to reject any or all Proposals, to cause resoliciting of the Proposals, or to take such other course of action as the County deems in its best interests at the County's sole and absolute discretion.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- 1. Evidence of collusion among Proposers.
- 2. Incomplete or late submittals of Proposals or other requested information.
- 3. Submittal of Proposal in a format or order other than required.
- 4. Non-submittal of Proposer's deposit, or submittal in a form other than Cashier's Check.
- 5. Insufficient evidence of business skills or financial resources necessary to successfully operate and manage a concession as revealed by either financial statements or experience.
- 6. Insufficient evidence of responsibility as shown by past work, references, or other factors.
- 7. Default or termination of other contracts or agreements.
- 8. Omission, inaccuracy, misstatement, or failure to submit any portion of the Proposal and signed Lease with the Proposal.
- 9. Any substantial omission, inaccuracy, or misstatement in the signed Statement of Qualifications previously submitted.

10. Contact with any JWA personnel with any questions or clarifications concerning this RFP other than through Bidsync.

The County's determination as to whether each Proposer is qualified and responsible will be based on the information furnished by the proposer in the aforementioned Proposer's Questionnaire as well as from other sources determined by the County to be reliable. Each Lease will not be executed until after such investigations as are deemed necessary are made by the County regarding the experience and financial responsibility of the Proposer, which investigation each Proposer agrees to permit and cooperate with by submitting a Proposal.

NOTE: Please notify your business references, in writing, that JWA staff will be contacting them concerning the financial and experience information furnished with your Proposal.

ITEMS TO BE PROPOSED AND SUBMITTED

Details regarding submittal requirements can be found on Attachment 2, CHECKLIST OF REQUIREMENTS FOR PROPOSAL SUBMITTAL. The following items are required, and failure to submit any of the following may result in disqualification.

- 1. Cover Sheet (Attachment 1) (2 pages)
- 2. Checklist of Requirements for Proposal Submittal (Attachment 2) (1 page)
- 3. Proposal Form (Attachment 3) (3 pages)
 - Experience, References, and Qualifications
 - Financial Viability
 - Estimated Storage Space
- 4. Proposer's Questionnaire (Attachment 4) (11 pages)
 - Audited Financial Statements
- 5. Business Plan
- 6. Proposal Deposit of \$25,000.00
- 7. 5-year Pro Forma Excel Template (Attachment 5) (2 pages)
- 8. Signed Concession Lease (3 originals) (Exhibit 1)
- 9. 11x17 Foam Board Concept Design (3 boards)

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

Requirements of 49 CFR Part 23, Disadvantaged Business Enterprise Program

- A. **Policy** It is the policy of the John Wayne Airport under the direction of its governing body, the Orange County Board of Supervisors, to promote the objectives of the Department of Transportation ("DOT") with respect to the participation of Airport Concession Disadvantaged Business Enterprises ("ACDBEs") in DOT-assisted contracts. This policy has been formulated to comply with 49 CFR Part 23. The objectives of the program are as follows:
 - (a) To ensure nondiscrimination in the award and administration of contracts;
 - (b) To create a level playing field on which ACDBEs can compete fairly for contracts;
 - (c) To ensure that the ACDBE program is narrowly tailored in accordance with applicable law;
 - (d) To ensure that only firms that fully meet DOT eligibility standards are permitted to participate as ACDBEs;
 - (e) To help remove barriers to the participation of ACDBEs in contracts;
 - (f) To assist the development of firms that can compete successfully in the marketplace outside the ACDBE program; and
 - (g) To provide appropriate flexibility in establishing and providing opportunities for ACDBEs.
- B. **ACDBE Goal** John Wayne Airport has not established an ACDBE contract goal for this opportunity but has established a race-neutral goal of 13.3% for the airport's specialty retail and food and beverage concessions. This encourages participation by firms owned and controlled by socially and economically disadvantaged persons.

For purposes of the John Wayne Airport Small Business Concession Program, a small retail and/or food/beverage business is defined as a for-profit business, engaged in the sale of retail or food/beverage items to the public and whose gross receipts, including affiliates, averaged over the firm's previous three fiscal years, do not exceed \$52.47 million.

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations. 13 CFR Part 121. The provisions of SBA regulations concerning affiliation in the context of joint ventures (see 13 CFR § 121.103(f)) do not apply to this program.

Except as otherwise provided in 13 CFR Part 121, concerns are affiliates of each other when, either directly or indirectly:

- 1. One concern controls or has the power to control the other; or
- 2. A third party or parties controls or has the power to control both; or
- 3. An identity of interest between or among parties exists such that affiliation may be found.

To obtain additional information please visit the Federal Aviation Administration (FAA) website at:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

- C. Proposal Requirements Proposers who include ACDBE participants are required to submit the following information regarding intended participation by ACDBEs:
 - 1. The names and addresses of ACDBE firms that will participate in the contract.
 - 2. A description of the work that each ACDBE will perform.
 - 3. The dollar amount of participation by each named ACDBE firm listed in the proposal must be certified by the California Unified Certification Program (CUCP). In order to be certified by the CUCP, DBE firms must meet eligibility criteria as established by 49 CFR Parts 23 and 26. Proposers are required to provide proof of certification for all DBE firms listed in the proposal at the time proposals are submitted.

Firms wishing to be certified as a DBE and who are not currently certified by the CUCP must complete a certification application. To obtain an application, please visit the CUCP website at:

http://dot.ca.gov/hq/bep/downloads/pdf/ACDBE_UCP_APPLICATION_PACKAGE_RE_V 04.14.09.pdf

Please allow sufficient time for the processing of the Certification Application. Contact the local certifying agency as instructed by the website to determine the length of time required for processing.

D. Reporting Requirements – The successful Proposer shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

AMERICANS WITH DISABILITIES ACT (ADA)

Tenant must comply with all ADA requirements. It is the proposer's responsibility to be aware of and comply with the applicable ADA requirements.

POURING RIGHTS

JWA retains the sole right to have beverage marketing and product exclusivity agreements at the Airport, or portions thereof. These agreements may include provisions that limit the use of certain beverage products within the Airport. The Tenant agrees to comply with the terms of any such agreements into which the Authority enters.

COMMENCEMENT OF OPERATIONS

The target start date for operation of each Concession shall be the Rent Commencement Date.

PROPOSAL SELECTION PROCEDURE

PANEL RATING CRITERIA FOR PROPOSALS

Proposed Concept/Executive Summary Strength of brand(s) - local or regional concepts Overall appeal of proposed concept Conformance with concept sought in RFP Ability to maximize sales, revenue and guest satisfaction Proposed merchandise/menu/services list and prices Provide a staffing plan for a typical one week period Design Intention and Capital Investment A description of proposed design Overall appeal and quality of design Images depicting the front elevation, signage, floor plan and interior design intent for JWA are acceptable. One original set of three 11x17 foam boards depicting the design, materials and concept with colored copies in the RFP binder Design supports the proposed brand/concept, and a strong merchandising strategy is incorporated into design Customer Service, Marketing and Operations Plan Customer service and corporate monitoring of the concession to ensure high standards are maintained and overall performance of the business is strong Customer service standards, approach to providing service during peak periods, customer feedback, complaint and resolution process, service monitoring, and quality control How your facilities will be maintained to ensure excellent repair, cleanliness and appealing product presentation Merchandising and pricing plan Sustainability Employee retention program Management plan, including on-site management, local hiring, training, development Employee benefits (health care, vacation schedule, retirement) Ties to the community Environmental/Recycling programs Business Plan — Financial Pro Forma (Attachment 5) 'S Year Financial Pro Forma showing projected sales, revenue to the Airport, expenses, and net income. Proposers are to use the format shown on Attachment 3. The Financial Pro Forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation La	Category	Points
• A description of proposed design • Overall appeal and quality of design • Overall appeal and quality of design • Images depicting the front elevation, signage, floor plan and interior design intent. Photographs of existing similar facilities along with a discussion of the design intent for JWA are acceptable. One original set of three 11x17 foam boards depicting the design, materials and concept with colored copies in the RFP binder • Design supports the proposed brand/concept, and a strong merchandising strategy is incorporated into design Customer Service, Marketing and Operations Plan • Customer service and corporate monitoring of the concession to ensure high standards are maintained and overall performance of the business is strong • Customer service standards, approach to providing service during peak periods, customer feedback, complaint and resolution process, service monitoring, and quality control • How your facilities will be maintained to ensure excellent repair, cleanliness and appealing product presentation • Merchandising and pricing plan Sustainability • Employee retention program • Management plan, including on-site management, local hiring, training, development • Employee benefits (health care, vacation schedule, retirement) • Ties to the community • Environmental/Recycling programs Business Plan – Financial Pro Forma (Attachment 5) • 5 Year Financial Pro Forma showing projected sales, revenue to the Airport, expenses, and net income. Proposers are to use the format shown on Attachment 3. The Financial Pro Forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation • Last 2 years of Certified Public Accountant (CPA) Audited Financial Statements Ouestion and Answer Panel Review • 5 pre-set questions on the above categories	 Strength of brand(s) - local or regional concepts Overall appeal of proposed concept Conformance with concept sought in RFP Ability to maximize sales, revenue and guest satisfaction Proposed merchandise/menu/services list and prices 	35
• Customer service and corporate monitoring of the concession to ensure high standards are maintained and overall performance of the business is strong • Customer service standards, approach to providing service during peak periods, customer feedback, complaint and resolution process, service monitoring, and quality control • How your facilities will be maintained to ensure excellent repair, cleanliness and appealing product presentation • Merchandising and pricing plan Sustainability • Employee retention program • Management plan, including on-site management, local hiring, training, development • Employee benefits (health care, vacation schedule, retirement) • Ties to the community • Environmental/Recycling programs Business Plan – Financial Pro Forma (Attachment 5) • 5 Year Financial Pro Forma showing projected sales, revenue to the Airport, expenses, and net income. Proposers are to use the format shown on Attachment 3. The Financial Pro Forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation • Last 2 years of Certified Public Accountant (CPA) Audited Financial Statements Question and Answer Panel Review • 5 pre-set questions on the above categories	 A description of proposed design Overall appeal and quality of design Images depicting the front elevation, signage, floor plan and interior design intent. Photographs of existing similar facilities along with a discussion of the design intent for JWA are acceptable. One original set of three 11x17 foam boards depicting the design, materials and concept with colored copies in the RFP binder Design supports the proposed brand/concept, and a strong merchandising strategy is 	20
• Employee retention program • Management plan, including on-site management, local hiring, training, development • Employee benefits (health care, vacation schedule, retirement) • Ties to the community • Environmental/Recycling programs Business Plan – Financial Pro Forma (Attachment 5) • 5 Year Financial Pro Forma showing projected sales, revenue to the Airport, expenses, and net income. Proposers are to use the format shown on Attachment 3. The Financial Pro Forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation • Last 2 years of Certified Public Accountant (CPA) Audited Financial Statements Ouestion and Answer Panel Review • 5 pre-set questions on the above categories	 Customer service and corporate monitoring of the concession to ensure high standards are maintained and overall performance of the business is strong Customer service standards, approach to providing service during peak periods, customer feedback, complaint and resolution process, service monitoring, and quality control How your facilities will be maintained to ensure excellent repair, cleanliness and appealing product presentation 	10
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• 5 pre-set questions on the above categories 10	• 5 Year Financial Pro Forma showing projected sales, revenue to the Airport, expenses, and net income. Proposers are to use the format shown on Attachment 3. The Financial Pro Forma should demonstrate an understanding of the proposed lease and will be considered for its reasonableness and viability of proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation	10
		10
	Total	100

Upon completion of the evaluation committee's review and development of a recommended list of successful Proposers, the recommendation will be presented to the Board at a regularly scheduled public meeting for award of the Leases.

JWA will <u>require</u> interviews as part of the rating criteria. The oral interview will include the same questions for each Proposer. The oral interview is worth 10 points of the total rating score.

EXECUTION OF CONCESSION LEASE

JWA requires that three (3) original copies of the Lease be signed and returned as part of the proposal. No changes are permitted. A model Lease for each type of concession is attached to this RFP. Following award of a Lease to the successful Proposer by the Board, the Lease will be executed by the County after notification from JWA staff that the County has received all required submittals, including satisfactory evidence of insurance, the applicable marketing fund payment, and the security deposit.

PROTEST POLICY

Any actual or prospective proposer who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Airport Director. All protests shall be typed under the protester's letterhead and submitted in accordance with the following provisions. All protests shall include, at a minimum, the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Proposal Specifications:

All protests related to specifications contained in this RFP must be submitted to the Airport Director no later than 5 business days after the close of the Questions and Answer period. Protests received after the 5 business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a Proposal prior to the close of the solicitation in accordance with the submittal procedures provided by this RFP.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted to the Airport Director no later than 5 business days after the notice of the proposed award is provided by the

Airport. Protests relating to a proposed award which are received after the 5 business day deadline will not be considered by the County.

Protest Process

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Airport Director renders a decision on the protest.
- Upon receipt of a timely protest, the Airport Director will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award shall in no way compromise the protesters' right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Airport Director, the protestor may submit a written notice to the County of Orange Chief Real Estate Officer (CREO) requesting an appeal, in accordance with the process stated below.

Appeal Process

- If the protester wishes to appeal the decision of the Airport Director, the protester must submit, within three (3) business days from receipt of the Airport Director's decision, a written appeal to the CREO.
- Within fifteen (15) business days, the CREO will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination.
- The decision of the CREO will be final and there shall be no right to any further administrative appeals of this decision.

Name of Proposer

Initial	Items
	All Proposals must be submitted in a sealed envelope before the time and date shown on RFP.
	Deliver Proposals to: County of Orange/John Wayne Airport Eddie Martin Administration Building Deputy Airport Director, BD – Concession Proposal PM 1121-0345-0014 3160 Airway Avenue Costa Mesa, CA 92626
	Label Proposals: SEALED PROPOSAL County of Orange/John Wayne Airport Eddie Martin Administration Building Deputy Airport Director, BD – Concession Proposal 3160 Airway Avenue Costa Mesa, CA 92626 PM 1121-0345-0014
	Select Parcel location this package is proposing on:
	□ Specialty High End Retail - Site 4
	□ Specialty High End Retail - Site 5, 9 and 12
	□ Specialty High End Retail - Site 11
	☐ Quick Serve Restaurant (QSR) - Site 2
	☐ Casual Dining Restaurant/Bar -Site 8
	☐ Casual Dining Restaurant/Bar -Site 14
	□ Wine Bar – Site 18
	A separate package and cover sheet must be submitted for each parcel
	Proposer is proposing on.
	Twelve (12) full sets of your written proposal, one (1) Original, eleven (11) copies and twelve (12) flash drives
	Proposer Checklist (Exhibit 1) for Proposal Submittal with all required items submitted and tabbed.
	Three (3) Original Signed Concession Lease Copies
	Proposal Deposit of \$25,000 Per Proposal
	Exhibits 1-4 (as applicable)

(3) 11x17 Fo	am Board concept designs		
	te, accurate, verifiable, and in the force comply may be cause for rejection		ssion, inaccuracy,
Signature	Name	Title	Date

CHECKLIST OF REQUIREMENTS FOR PROPOSAL SUBMITTAL

The following items must be submitted and tabbed in the following order. The proposal submittal may not exceed a total of 100 sheets (2-sided), not including financial statements. Proposal must be in Times New Roman in 12-point font size. It is required that you initial next to each item and sign below. This completed checklist is required to be submitted with your proposal.

Initial	Item
	1. Cover Sheet (Attachment 1)
	2. Checklist of Requirements for Proposal Submittal (Attachment 2)
	 3. Proposal Form (Attachment 3) Experience, References, and Qualifications Financial Viability Estimated Storage Space
	 4. Proposer's Questionnaire (Attachment 4) Including Audited Financial Statements
	5. Business Plan
	6. Proposal Deposit of \$25,000.00
	7. 5-year Pro Forma Excel Template (Attachment 5)
	8. Signed Concession Lease (3 originals) (Exhibit 1)
	9. 11x17 Foam Board Concept Design (3 boards)
I certify that	I have submitted all of the above items in my Proposal.
Proposer Na	ime
By:	
Date:	

PROPOSAL FORM

Proposer:		
Contact Name:		
Address:		
Email Address:		
Telephone No:		
Fay No		

THIS IS A PROPOSAL FOR THE CONCESSION LEASE AT JOHN WAYNE AIRPORT. PLEASE NOTE THE ENTITY NAME LISTED ABOVE IS THE NAME THAT WILL BE USED ON THE FINAL LEASE AGREEMENT.

The undersigned, hereinafter referred to as "PROPOSER", hereby submits a proposal to COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to operate the Specialty Retail Concession and Food & Beverage Concession at John Wayne Airport as more fully described in the Lease attached hereto and made a part hereof.

Proposer shall pay to County as rent under the Lease the greater of the following:

RENT:

a.) Minimum Annual Guarantee (MAG) in the amount of \$100/SF In words: One Hundred Dollars per Square Foot

b.) Percentage of gross receipts tiered:

Specialty Retail Tiered Rent			
\$ -		\$500,000.00	12%
\$500	,000.01	\$750,000.00	14%
\$750	,000.01		16%

Casual Dining Tiered Rent			
\$ -	\$ 1,000,000.00	12%	
\$ 1,000,000.01	\$ 2,000,000.00	14%	
\$ 2,000,000.01		16%	

Quick Serve Tiered Rent			
\$	1	\$500,000.00	12%
\$500,000.01		\$750,000.00	14%
\$750	,000.01		16%

Wine Bar			
\$ -	\$ 1,000,000.00	12%	
\$ 1,000,000.01	\$ 2,000,000.00	14%	
\$ 2,000,000.01		16%	

PROPOSER understands, agrees, and warrants that:

- 1. PROPOSER has carefully read and fully understands this proposal and the Lease both of which are attached hereto.
- 2. Said Lease is an integral part of this proposal and must be signed, attached hereto and submitted herewith.
- 3. Proposer has the capability and legal capacity to successfully undertake and complete the responsibilities and obligations of Proposer contained in said Lease.
- 4. A deposit in the sum of twenty five thousand dollars (\$25,000) in the form of a Cashier's Check made payable to County of Orange/John Wayne Airport must be submitted with this proposal and is attached hereto.
 - Said sum will be held by county as a proposal guarantee, and shall be refunded after submittal of the security deposit and insurance required by the lease. In the event the successful proposer fails to execute the lease or submit the security deposit or insurance within thirty (30) days of county's execution of the lease, proposer agrees that said deposit shall be retained by the county as liquidated damages. Deposits submitted by unsuccessful proposers will be returned within thirty (30) days after execution of the lease by the county and the successful proposer, or after all proposals are rejected.
- 5. Within five (5) business days after notification of the acceptance of this proposal by COUNTY, if requested by COUNTY, PROPOSER shall execute additional copies of said Lease and deliver to COUNTY the executed copies of said Lease.
- 6. Proposer has fully completed the Proposer's Questionnaire, and attached the completed questionnaire hereto. The Proposer's Questionnaire is made a part hereof together with all supplemental material required therein.
- 7. All information provided by PROPOSER herein becomes the property of the COUNTY of Orange and may be considered public information and, as such, may be available to the general public.
- 8. By submission of this Proposal, the PROPOSER acknowledges and agrees that the COUNTY has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this proposal form and questionnaire, and authorizes the release to COUNTY of any and all information, including credit data, sought in such inquiry or investigation.
- 9. All the information contained in or supplementing said questionnaire is true and correct to the best of Proposer's knowledge.
- 10. County reserves the right to reject any or all proposals, to waive information in any proposal received, and to accept that proposal which will, in its opinion, best serve the public interest.

PROPOSER			
Signature	Name	Title	Date
Signature	Name	Title	Date

PROPOSER'S QUESTIONNAIRE

1.	Name of Proposer exactly as it will appear on the Lease:
2.	Address of Proposer for purposes of notice or other communication relating to the Lease:
_	
3	Telephone Number of Proposer:
4. <u> </u>	Contact:
5	Title:
6	FAX number of Proposer:
7. <u> </u>	E-mail Address:
8	Local Contact
	Address:
	Telephone number: FAX number
	E-mail Address:
9.	Proposer intends to operate the business with which this proposal is concerned as a
S	ole Proprietorship []; Partnership []; Corporation []; Joint Venture []; LLC []; r:
_	
Е	xplain:
_	
_	

SOLE PROPRIETORSHIP STATEMENT

If a So	<u>le Propriet</u>	orship, furnish the following:	
1. Nar	ne in full		
2. Res	idence Ad	lress:	
			Zip Code:
3. Bus	iness Add	ress:	
			Zip Code:
PART	NERSHII	STATEMENT	
If a Par	rtnership, a	nswer the following:	
1.	Date of C	organization	
2.		General Partnership Limited Partnership	
3.	Statemen	t of Partnership recorded? Yes [] No []	
Date	I	Sook Page County	
4.	Has the I	artnership done business in Orange County? You	'es [] No []
When?	·		
Name,	address, a	nd partnership share of each general partner:	
Name	<u> </u>	desidence Address Share	
A.			%
B.			%
C.			%
D.			%
5.	Attach a	complete copy of the Statement of Partnership a	and the Partnership Agreement.

LIMITED LIABILITY COMPANY STATEMENT

- 1. Provide an organizational chart for the LLC and a diagram showing its relationship to any other related corporations, limited liability companies or related organizations.
- 2. Furnish the information as shown below for the Corporation Statement as appropriate for a limited liability company including when and where formed, the number of voting units, non-voting units, and number of unit holders. Include the requested information regarding each manager, managing member and principal unit holder.

CORPORATION STATEMENT

If a <u>Co</u>	rporation, answer	the following:			
1.	When incorporate	ed?			
2.	Where incorporate	ted?			
3.	Is the Corporation	n authorized to do bu	usiness in California? Yes [] No	[]	
If so, a	s of what date? _				
4.	The Corporation	is held:Publicly []	Privately []		
5.	If publicly held, h	now and where is the	e stock traded?		
6.	List the following	j.	Authorized Issued Outstanding		
A. B. C. D.	Number of voting Number of nonvo Number of shared Value per share of	oting shares: nolders:		-	
Par	\$				
Book	\$				
Marke	t \$				
7. stock h		, title, residence add r, director, and princi	lress, and the number of voting and nonvipal shareholder.	_	
<u>N</u>	<u>ame</u>	<u>Title</u>	Residence Address	Voting Shares	Nonvoting Shares
A					
- R					
_	·				
C	•		_		
_					
L	·		<u> </u>		

CORPORATION STATEMENT (continued)

- Furnish Corporate Resolution indicating parties authorized to contract on behalf of the Corporation. 8. Corporate Resolution must contain corporate seal and be certified by the Secretary of the Corporation.
- 9. Affiliation with Other Corporations. Have the principals of the proposing corporation been part of any other corporations as corporate officers, holders of 51% or more of the stock or directors within the last 5 years? If so, furnish name of principal as listed with other corporations, name of the other corporation including any dba names, the date of incorporation, position and percentage of shares held.

<u>Principal</u>	<u>Corporation</u>	<u>Date</u>	<u>Position</u>	% shares
				

JOINT	VENTURE STATEMENT									
If a <u>Joir</u>	nt Venture, answer the following:									
1.	Date of Organization									
2.	Joint Venture Agreement recorded? Yes [] No []									
3.	Has the Joint Venture done business in Orange County? Yes [] No []									
When?										
4.	Name and address of each Joint Venturer:									
Name	<u>Address</u>									
A.										
B.										
C.										
D.										

5. Attach a complete copy of the Joint Venture Agreement.

EXPERIENCE and QUALIFICATIONS

Proposers shall provide the following:

- a. A detailed description of the duration and extent of Proposer's business experience with the operation and management of a Food and Beverage or Specialty Retail Concession (as applicable) with special emphasis on an airport, shopping mall, or other high guest traffic and high volume environment, including a list of current (and previous) airport locations where Proposer operates or has operated a Food and Beverage or Specialty Retail Concession. Note that a minimum of three of the last five years' experience successfully operating and managing a Food and Beverage or Specialty Retail Concession is required.
- b. Provide the last fiscal year revenues for each airport location where you operate a concession.
- c. Provide information, including resumes, of the background and relevant experience of the persons who will be directly involved in the management and oversight of the proposed concession at JWA.

REFERENCES: Management

List four (4) persons or firms for whom you have been associated with as a Specialty Retail or Food & Beverage Concession for the last five (5) years. Attach additional sheets if necessary.

Reference No. 1			
Name:			_
Title:			_
Firm:			_
Address:			_
		Zip:	
Telephone: ()	Fax: ()		
Email:			
Nature of Relationship:			
Reference No. 2			
Name:			
Title:			
Firm:			
Address:			
		Zip:	_
Telephone: ()	Fax: (<u>)</u>		
Email:			
Nature of Relationship:			
i minio of itolumonomp.			

Reference No. 3		
Name:		
Title:		
Firm:		
Address:		
		Zip:
Telephone: ()	Fax: ()	
Email:		
Nature of Relationship:		
Reference No. 4		
Name:		
Title:		
Firm:		
Address:		
	Zip:	
Telephone: ()	Fax: ()	
Email:		
Nature and magnitude:		
-		

REFERENCES: Payment History

List two (2) persons or firms who have knowledge of your payment history. Attach additional sheets if necessary.

Reference No. 1		
Name:		
Title:		
Firm:		
Address:		
	Zip:	-
Telephone: ()	Fax: ()	
Email:		
Nature and magnitude:		
Reference No. 2		
Name:		
Title:		
Firm:		
Address:		
	Zip:	
Talankana	E (
	Fax: ()	
Email:		
Nature and magnitude:		

No[]

FINANCIAL VIABILITY

Financial Standing / Going Concern

Provide a summary page containing key financial data (e.g. cash/cash equivalent, accounts receivables, current assets, etc.), and attach audited financial statements, prepared in accordance with generally accepted accounting principles, reflecting your current financial condition. The statement must include a balance sheet, income statement, cash flow statements and notes to the audited financial statements for the last two fiscal years, prepared by an independent Certified Public Accountant (this is required). You must be prepared to substantiate all information shown.

Surety Information	
Has the company ever had a bond or surety canceled or forfeited? Yes []	

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

Bankruptcy Information

Has the company, any principal of the company, or any company with which a principal has been involved, ever filed bankruptcy proceedings? Yes [] No []

If yes, state date, chapter, jurisdiction, amount of liabilities, amount of assets, and disposition of the proceedings.

Felony Information

Has a principal of the company ever been convicted of a felony? Yes [] No []

If yes, state date, court jurisdiction, and details of the conviction.

Prior Litigation

Disclose all litigation, mediation or arbitration with public entities (including but not limited to cities, counties, municipalities and districts) in California since January 1, 2002.

Pending Litigation

Attach detailed information regarding any litigation, liens, or claims involving the company or its principals that could materially impact your ability to perform under the Specialty Retail Concession Lease.

NOTE: Failure to disclose all relevant information shall be grounds for disqualification of a Proposer.

RESPONDENT ENTITY		
BY:	 	
DATE:		

I certify that I have submitted all of the above items in my RFP.

5-Year Pro Forma Template

Pro Forma Income Statement:

Proposers are required to submit a detailed five-year pro forma income statement reflecting the revenue and expenses related to the Concession Lease. The statement will be evaluated with respect to its ability to support the proposed fee and the proposed capital investment. Attached Pro Forma form template is required.

Revenue must detail projected gross receipts for each proposed concession location.

Expenses must detail each item of expense and cost associated with acquisition, installation, maintenance and operation of each proposed concession location. Specific details must be given regarding what is included in the categories "general and administrative expenses" and "other expenses" including assumptions used on number of months' depreciation.

Please provide any other financial information which you feel will be helpful in evaluating your ability to successfully develop and manage the Concession at JWA.

Attach additional sheets if extra space is required.

Proposing Entity							1					
Lease Name												
Terminal												
Space Number							1					
Sq. Ft.												
54.16.	2	2020		2021	20	022	20)23	2	024	To	otal
TOTAL ENPLANEMENTS	-	.020	•	-021		<u> </u>			_	<u></u>		real
GROSS RECEIPTS (SALES)												1
Sales	(\$)	% of										
54.65	(4)	Sales	(4)	Sales	(+)	Sales	(4)	Sales	(4)	Sales	(4)	Sales
a.												
b.												1
C.												1
Total Gross Receipts												
,		1	1	I				1				
OPERATING EXPENSES**	(\$)	% of Sales										
Cost of Goods Sold												
Payroll												
Payroll taxes and employee benefits												
RENT: Minimum Annual Guarantee (MAG)												
RENT: Percentage												
Franchise or license fee												
Repair and Maintenance												
Office, Storage, Distribution expenses												
Insurance												
Credit Card fees												
Licenses and permits												
Administrative & General												
Storage fees												
Infrastructure fees												
Other operating expenses												1
Total Operating Expenses												
EBITDA	(\$)	% of										
		Sales										
Earnings before Interest, Taxes. Depreciation and Amortization												
Projected Enplanement Capture												
Annual Gross Sales per Enplanement												
Annual percentage change in Gross Sales from prior year												



FOOD & BEVERAGE CONCESSION LEASE

D	at	ed					

Between

County of Orange

and

Food & Beverage Concession

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EXHIBIT G	PERCENTAGE RENT

THIS FOOD & BEV	ERAC	GE CONCESSION	ON LEASE ("Lease") is	made and e	entered into th	nis
day of	_, 20_	_, by and betwe	en the Coun	ty of Orang	e, a politica	al subdivision	of the
State of California ("	COUN	NTY"), and				("TENANT"	').

RECITALS

WHEREAS, COUNTY, through its Board of Supervisors, is the owner and proprietor of John Wayne Airport ("JWA" or "the Airport"), located in the County of Orange, California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, COUNTY issued a Request for Proposals for Food and Beverage and Retail Concessions, and as a result of the proposal process, TENANT was selected as the concessionaire to provide this concession in the Airport; and

WHEREAS, COUNTY and TENANT mutually desire to enter into this Lease in order to provide a food & beverage concession to the passengers at the Airport; and

WHEREAS, COUNTY has the right to grant the use of the Airport to TENANT for the operation of TENANT's concession services as provided by this Lease; and

WHEREAS, TENANT acknowledges that this Lease is being entered into under the provisions of California Public Utilities Code § 21690.5, et seq., and in particular, § 21690.9.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained to be observed and performed by the respective parties hereto,

THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I

DEFINITIONS

The following words, terms and phrases whenever used in this Lease shall have the meaning and significance attached to them in this Article, unless otherwise apparent from context.

SECTION 1.01 AIRPORT

"Airport" shall mean the John Wayne Airport, Orange County, California.

SECTION 1.02 AIRPORT DIRECTOR

"Airport Director" shall mean the Director of John Wayne Airport, or his or her designee.

SECTION 1.03 AUDITOR-CONTROLLER

"Auditor-Controller" shall mean the Auditor-Controller, County of Orange, or his or her designee.

SECTION 1.04 BOARD OF SUPERVISORS

"Board of Supervisors" shall mean the governing body of the County of Orange.

SECTION 1.05 CONCESSION SUPPORT SPACE

"Concession Support Space" may be offered to TENANT to support its concession operations, and may be used as office space and/or storage space.

SECTION 1.06 COUNTY

"COUNTY" shall mean the County of Orange, a political subdivision of the State of California.

SECTION 1.07 DOT

"DOT" shall mean the Department of Transportation.

SECTION 1.08 ENVIRONMENTAL LAWS

"Environmental Laws" shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, at, under or about the Airport, and includes, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (ii) Clean Water Act, 33 U.S.C. § 1251 et seq.; (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act Of 1986 ("CERCLA"), 42 U.S.C. § 9601 et seq.; (iv) 49 C.F.R. Subchapter C (Transportation of Hazardous Materials); (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. § 6901 et seq.; (vi) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; (vii) the Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.; (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"); (ix) California Health and Safety Code §§25100, 25395.7, 25915 et seq.; (x) the Porter-Cologne Water Quality Control Act (California Water Code); (xi) California Civil Code § 3479 et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) the Carpenter-Presley-Tanner Hazardous Substances Account Act; (xiv) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (xv) the Safe Drinking Water Act, 24 U.S.C. § 300f, et seq.; and (xvi) all other federal, State, and local laws, rules, orders, directives, and codes, regulations, judgments, and orders relating to (a) emissions, discharges, releases, and/or threatened releases of Hazardous Materials into the environment (including, but not limited to, ambient air, surface water, groundwater, land surface, or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of

Hazardous Materials, as such laws are amended, and the regulations and administrative codes applicable thereto.

SECTION 1.09 EXISTING CONCESSION LOCATIONS

"Existing Concession Locations" shall mean concession locations currently located in the Terminal pursuant to an existing lease.

SECTION 1.10 FAA

"FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency as may from time to time have similar jurisdiction over TENANT or its business, and the Airport.

SECTION 1.11 HAZARDOUS MATERIALS

"Hazardous Materials" shall mean any Pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter, which is or shall become regulated by any governmental entity, including, but not limited to COUNTY acting in its governmental capacity, the State of California, and/or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is: (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution, nuisance, and/or is controlled or governed under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

SECTION 1.12 LEASED PREMISES

"Leased Premises" shall mean the areas of the Terminal which COUNTY has granted TENANT the right to use on an exclusive use basis. TENANT's Leased Premises is described in Exhibit A and shown on Exhibit B.

SECTION 1.13 MINIMUM ANNUAL GUARANTEE

Annual Guaranteed Rent from TENANT to COUNTY ("MAG").

SECTION 1.14 NOTICE TO PROCEED

"Notice to Proceed" shall mean written notice provided by COUNTY to TENANT providing approval to commence construction of TENANT's improvements.

SECTION 1.15 NOTICE TO TAKE POSSESSION

"Notice to Take Possession" shall mean written notice provided by COUNTY to TENANT that the Leased Premises are available for occupancy.

SECTION 1.16 NON STORM WATER DISCHARGE

"Non Storm Water Discharge" shall mean any discharge to storm sewer systems that is not entirely composed of storm water. "Non Storm Water Discharge" includes "Unauthorized Non Storm Water Discharges" and "Authorized Non Storm Water Discharges" as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities and Construction Activities.

SECTION 1.17 NPDES PERMIT

"National Pollutant Discharge Elimination System (NPDES) Permit" means the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and Airport.

SECTION 1.18 POLLUTANT

"Pollutant" means any chemical, compound, substance, liquid, solid or semi-solid substances, or combination thereof, including but not limited to:

- a. Artificial materials (such as floatable plastics, wood products or metal shavings);
- b. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment);
- c. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics which cause an adverse effect on living organisms;
- d. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease.);
- e. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;
- f. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;
- g. Materials which contain base/neutral or acid extractable organic compounds;
- h. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and
- i. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus, or enterococcus, or eroded soils, sediment

- and particulate materials, in quantities that will interfere with or adversely affect the beneficial use of the receiving waters, flora or fauna of the State; and
- j. Any substance listed under Health and Safety Code, §25316.

SECTION 1.19 RENT COMMENCEMENT DATE

The Rent Commencement Date shall be the earlier of: (a) the Date of Beneficial Occupancy; or (b) ninety (90) days after the date on which the Airport issued a Notice to Proceed to TENANT. The Date of Beneficial Occupancy or "DBO" shall mean the date upon which TENANT completes Initial Improvements and opens for business in any portion of the Leased Premises.

SECTION 1.20 STORM WATER

"Storm Water" shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

SECTION 1.21 STORM WATER DRAINAGE SYSTEM

"Storm Water Drainage System" means street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm water runoff system and owned, operated, maintained or controlled by the county of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm water. The Airport storm drain system shall mean any gutter, channel, storm drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the Airport property.

SECTION 1.22 TENANT CONSTRUCTION MANUAL

The Tenant Construction Manual sets forth construction design standards for John Wayne Airport tenants, their consultants and contractors for completing tenant improvements at John Wayne Airport. The requirements contained therein are in addition to other requirements contained in the Lease between the COUNTY and TENANT.

SECTION 1.23 TENANT DESIGN GUIDELINES

The "Tenant Design Guidelines" define the multi-step process for design and construction of TENANT projects at the Airport, and may contain requirements applicable to TENANT beyond those provided by this Lease.

SECTION 1.24 TERMINAL

"Terminal" means the Thomas F. Riley commercial passenger terminal at John Wayne Airport.

SECTION 1.25 TSA

"TSA" shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

SECTION 1.26 WAYFINDING

"Wayfinding" shall refer to John Wayne Airport's information system that assists passengers in navigating the Terminal and accessing services through digital solutions.

ARTICLE II

TERM OF LEASE

SECTION 2.01 TERM OF LEASE

This Lease shall be effective upon the signing of the Lease by the COUNTY, the "Effective Date." The term of this Lease shall be ten (10) years from the Rent Commencement Date.

SECTION 2.02 HOLDING OVER

In the event TENANT shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered an extension or renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

SECTION 2.03 TERMINATION FOR CONVENIENCE

This Lease may be terminated for convenience by COUNTY for any reason, and without cause, upon sixty days (60) written notice.

ARTICLE III

LEASED PREMISES

SECTION 3.01 LEASED PREMISES

COUNTY grants to TENANT the right to use that certain property hereinafter referred to as "Leased Premises", described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof. TENANT accepts the Leased Premises in an "as is, where is, and with all faults" and conditions and acknowledges that such Leased Premises are in good and satisfactory condition for the use intended. Said Leased Premises include the Existing

Concession Locations, which are to be demolished, remodeled or relocated as provided herein. TENANT must demolish existing location.

SECTION 3.02 DELIVERY OF EXISTING CONCESSION LOCATIONS

COUNTY's obligation to deliver the Existing Concession Locations, to TENANT is subject to and conditioned upon termination of the Lease with, and surrender of the Leased Premises by, the current concessionaire. Except as otherwise set forth herein, TENANT's failure to accept possession of the Leased Premises within fourteen (14) days from COUNTY's written Notice to Take Possession to TENANT, pursuant to the terms of this Lease, shall be an event of default pursuant to Section 9.02 of this Lease. TENANT accepts the Leased Premises in an "as is, where is, and with all faults" and conditions and acknowledges that such Leased Premises are in good and satisfactory condition for the use intended.

SECTION 3.03 ASSIGNING OF INTERIM LEASED PREMISES

COUNTY may grant to TENANT the right to use various individual locations, to be mutually agreed upon, as might become available from time to time as interim leased premises. Interim leased premised are subject to the same rent as defined in Section 4.01. All provisions of this Lease shall apply to the operation of the interim leased premises. TENANT shall be permitted to operate such interim leased premises only for the specified permitted use and the specific time period granted by the COUNTY. The intent of allowing TENANT the use of the interim leased premises is to allow TENANT the opportunity to operate permitted business activities, provide increased customer service levels and to generate revenue to the COUNTY. TENANT shall relinquish the interim leased premises to the COUNTY upon request.

SECTION 3.04 NATURE OF LEASE

TENANT acknowledges and agrees:

- A. That COUNTY is granting to TENANT a leasehold interest in the Leased Premises only.
- B. That COUNTY retains a fee ownership for federal income tax purposes in and to the Leased Premises, as well as all other ownership burdens and benefits connected with such fee ownership.
- C. That TENANT has not been granted any direct or indirect right or option to purchase the Leased Premises from COUNTY at any time during or after the termination of this Lease.

SECTION 3.05 INSTALLATION OR STORAGE OF EQUIPMENT OUTSIDE THE LEASED PREMISES

TENANT shall not install or store equipment of any kind outside the Leased Premises unless authorized in writing by the Airport Director prior to installation. COUNTY may make available to TENANT space requested by TENANT in support of its concession operations "Concession

Support Space." Such concession support areas will be approved by the Airport Director in writing. TENANT agrees to pay COUNTY the terminal rental rate based on the latest schedule established by the COUNTY's approved rates and charges, and as amended from time to time as part of the approved Airline Rates and Charges. Upon thirty (30) days' written notice from the Airport Director, COUNTY may modify the fees described in this section. TENANT understands the COUNTY must receive fair and equitable fees for all uses of Airport and to ensure Airport is operated at no cost to the local taxpayer. With regard to any dispute as to what may constitute reasonable fees, TENANT shall first exhaust all remedies provided by applicable federal law and FAA regulations.

ARTICLE IV

RENT

SECTION 4.01 RENT

TENANT agrees to pay the following rent, payable monthly in arrears, on or before the fifteenth day of each month:

- A. <u>Annual Rent Payments</u> TENANT shall pay to COUNTY, for each annual period either the Minimum Annual Guarantee ("MAG") or percentage rent, whichever is greater:
 - 1) The Minimum Annual Guarantee for the Leased Premises at the Airport shall be in accordance with the following schedule:

\$100 x Square Feet = Minimum Annual Guarantee

Divided by 12 Months = Minimum Monthly Rent

Annual I	Period	Minimum Annual Guarantee
Rent Con	mmencement Date	
to		\$
	cceeding year to	as adjusted in accordance with "REVISION OF RENTS"
		thereafter, the
	d rent shall be adjusted in accord "REVISION OF RENTS"	ordance with the provisions of the Section is

Should this Lease be terminated during an annual period, or should the first annual period be other than a full calendar year, the applicable Minimum Annual Guarantee shall be prorated on the basis of a three hundred sixty (360) day year.

2) Percentage Rent Percentage Rent shall be calculated using the percentage of gross receipts from sales conducted on or from the Leased Premises. Percentage rent shall be calculated using the percentage of gross receipts attached hereto and entitled Exhibit G.

Any Rent not paid when due shall be subject to a service charge as defined in Section 4.05

- B. <u>Payment of Rent</u> Rent payments shall be made in accordance with the provisions of the section in this Lease entitled "PAYMENT PROCEDURE".
- C. <u>Tenant Infrastructure Fee</u> TENANT shall pay to the COUNTY an Infrastructure Fee, payable monthly in arrears on or before the fifteenth day of each month. This charge covers the amortized cost of utility infrastructure improvements that the Airport provides to each concession lease location. This rate is eight dollars (\$8.00) per year per square foot, payable in monthly pro rata installments throughout the term of the Lease. The fee is due upon Rent Commencement Date and is additional rent.

SECTION 4.02 REVISION OF RENT

On ______, ____, and annually thereafter, the MAG rent shall be automatically adjusted to the greater of the following:

- A. Eighty-five percent (85%) of the annual rent paid by TENANT to COUNTY for the preceding annual period, or
- B. The MAG adjusted in proportion to changes in the Consumer Price Index for Los Angeles Anaheim Riverside (All Urban Consumers All Items) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. This adjustment shall be calculated by means of the following formula:

$$X =$$
 $\qquad \qquad \underline{A} \qquad MAG \text{ as determined in A above.}$

- X = Adjusted minimum annual rent
- A = Monthly index for the fourth month prior to the month in which each rent adjustment is to become effective.
- B = Monthly index for the month in which this Lease is signed by COUNTY

In the event that the CPI ceases to use 1982-84 = 100 as the basis of calculation, or if, in COUNTY's sole judgment, a substantial change is made in the method used by the federal government to determine the CPI or the items used to calculate the CPI, then the CPI shall be converted to the figure that would have been calculated at (or as close to such figure as shall be practical) had the manner of calculating the CPI in effect at the date of this Lease not been altered.

In the event that the Consumer Price Index is not issued or published for the period for which such minimum annual fee is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government selected by COUNTY shall be used and if none is so published, then another index generally recognized as authoritative shall be substituted by COUNTY.

Notwithstanding the foregoing, in no event shall the minimum rent be reduced by reason of any such adjustment.

SECTION 4.03 DEFINITION OF GROSS RECEIPTS

As used in this section, the term "TENANT" shall include TENANT, its agents, sub-lessees, concessionaires, licensees, or any person acting under contract with TENANT. The term "Gross Receipts" shall include any and all charges invoiced or collected by TENANT monetary or non-monetary consideration received by TENANT, resulting from any and all services provided by TENANT or items sold, leased or rented by TENANT at, on, or about the Airport, unless expressly excluded, including but not limited to the following:

- A. The sale price of all goods, wares, merchandise, and products sold on or from the Leased Premises by TENANT, whether for cash or credit, whether payment is actually made or not, whether delivery of the items sold is made from the Leased Premises, and whether title to such items is transferred;
- B. The charges made by TENANT for the sale or rendition on or from the Leased Premises of services of any nature or kind whatsoever, whether for cash or credit, whether payment is actually made or not, and whether the services are actually performed or not;
- C. All sums deposited in any vending machine or other device maintained on the Leased Premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by TENANT or others and regardless of what percentage thereof TENANT is entitled to receive;
- D. All rent and other fees of any nature or kind charged by TENANT (including but not limited to deposits accepted by TENANT);
- E. The fair rental value of facilities on the Leased Premises used by subtenants or others;
- F. The value of all consideration received by TENANT or its employees including, without limitation, non-monetary consideration for the items sold, leased, rented or services rendered.

Under Section 5.01 in this Lease entitled "USE", TENANT may be granted the option to provide certain additional services and uses subject to further approval. The term "gross receipts" as it

applies to these business operations shall be determined by COUNTY's Auditor-Controller and Airport Director, as well as the appropriate rent and percentage, at the time approval is granted.

Gross receipts shall exclude all sales and excise taxes, as defined by federal, state, county, or municipal governments tax codes, and that are paid by TENANT to as a direct result of operations under this Lease. Refunds for goods returned and deposits shall be deducted from current gross receipts upon return. Bad debt losses shall not be deducted from gross receipts.

Discounts, including but not limited to allowances, deductions, brand discounts, brand rewards discounts, brand loyalty program discounts, promotional program discounts, customer service resolution discounts, rebates, kickbacks, hidden credits, or any other reductions shall not be deducted from gross receipts with exception of employee discounts set forth below.

Employee discounts from the public sales price may be allowed to Airport-issued badged employees and/or TENANT's employees provided Airport Director is first provided with the TENANT's discount policy, and Airport Director approves the discount policy and that the discount is reflected on sales records. The sales records shall clearly state the public sales price, employee identification number or badge number the amount of discount, and the discounted sales price.

SECTION 4.04 PAYMENT PROCEDURE

- A. Gross Receipts Report On or before the fifteenth day of each month (the "due date") TENANT shall deliver to Auditor-Controller a correct statement of all applicable gross receipts for that portion of the annual period which ends with and includes the last day of the preceding calendar month. The statement shall be signed by TENANT or TENANT's responsible agent in a form prescribed by Auditor-Controller. Each statement shall indicate:
 - 1) One twelfth of the Minimum Annual Guarantee rent payment (MAG);
 - 2) The total gross receipts for said portion of the annual period, itemized as to each of the business categories for which a separate percentage rent is established. A breakdown of the gross receipts of each business conducted on the Leased Premises must be attached to each statement where a reported business category is comprised of more than one business operation;
 - 3) The related itemized amounts of percentage rent computed as herein provided and the total thereof;
 - 4) The total rent previously paid by TENANT for the annual period within which the preceding month falls; and
 - 5) The rent due for the preceding month.

Concurrently with the rendering of each monthly statement, TENANT shall pay to COUNTY the greater of the following two amounts:

- a) The total percentage rent computed for that portion of the annual period ending with and including the last day of the preceding month [Item 3, above] less total rents previously paid for the annual period [Item 4, above], or
- b) One twelfth of the annual minimum rent, multiplied by the number of months from the beginning of the accounting year to and including the preceding month, less total rents previously paid for the accounting year [Item 4, above].
- B. <u>Place of Payment and Filing</u> Payments and statements required by the Sections in this Lease entitled "RENTS" shall be sent electronically or delivered to the County of Orange, Office of the Auditor-Controller, John Wayne Airport Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626. The designated place of payment and filing may be changed at any time by COUNTY upon ten (10) days' written notice to TENANT. Payments may be made by check payable to the County of Orange. TENANT assumes all risk of loss if payments are made by mail.
- C. Form of Payment All sums due under this Lease shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by TENANT or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of the amount due or pursue any other remedy in this Lease. All payments must be remitted by Automated Clearing House (ACH) / direct deposit to the Airport's designated bank account, or any future mode prescribed by the COUNTY. Any fees assessed to the COUNTY's bank account due to the use of other form of payment (e.g. wire transfer) not prescribed or approved by the COUNTY, shall be passed through to the TENANT plus \$25 processing fee.
- D. <u>Penalty for NSF Check.</u> In the event a check submitted by TENANT is returned for non-sufficient funds ("NSF"), TENANT agrees to pay COUNTY a service charge in the amount of twenty-five dollars (\$25) for the first check, and thirty-five dollars (\$35) for each subsequent check. TENANT liable for treble damages pursuant to California Civil Code Section 1719.

SECTION 4.05 CHARGE FOR LATE PAYMENT

TENANT hereby acknowledges that the late payment of rents or any other sums due hereunder will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, lost interest income and other professional services.

Accordingly, if any payment of rents as specified in the section in this Lease entitled "RENT" or of any other sum due COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

TENANT and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of TENANT's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of TENANT's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

SECTION 4.06 RECORDS AND ACCOUNTS

- A. Records Defined "TENANT's Records" as referred to in this Lease shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to records, accounts, financial transactions, books, papers, documents, recordings, notes, receipts, vouchers, memoranda, sales invoices, accounts receivable records, commission payment records, tax remittance records, expenditures for improvements or refurbishments, any and all other agreements, sources of information and matters that may, at COUNTY's sole discretion, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Lease, and any other TENANT records which may have a bearing on matters of interest to COUNTY in connection with TENANT's dealings with COUNTY to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - 1) Accuracy of amounts owed to COUNTY resulting from TENANT's operation of the Leased Premises.
 - 2) Compliance with any requirement in the Lease.

TENANT shall, at all times during the term of this Lease, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

B. The Accounting Year The accounting year shall be twelve full calendar months. The accounting year may be established by TENANT provided TENANT notifies Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by Auditor-Controller unless Auditor-Controller has objected to TENANT's selection in writing within sixty (60) days of TENANT's writing notification.

In the event TENANT fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the Lease. Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the Lease commencement not be the same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the Lease unless Auditor-Controller specifically approves in writing a different accounting year. Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on either the TENANT or COUNTY and not because of mere convenience or inconvenience.

C. <u>CPA-Audited Statement of Gross Receipts</u> Within ninety (90) days after the end of each accounting year, TENANT at its own expense shall submit to Auditor-Controller an audited statement of gross receipts for all Airport operations. This statement shall include a breakdown schedule of total gross receipts for the accounting year by month and sales as classified according to the categories of business established for percentage rental and listed in Section 4.01 (RENT) and for any other business conducted on or from the Leased Premises. This statement must be prepared by an independent Certified Public Accountant (CPA) or CPA firm holding a current and valid license and completion of attest experience ("A") with the State Board of Accountancy. The audit must be performed in accordance with current Generally Accepted Auditing Standards (GAAS) authorized by the American Institute of Certified Public Accountants (AICPA).

TENANT shall provide COUNTY with copies of any Certified Public Accountant management letters and audited financial statements prepared in conjunction with their audit of TENANT's operations from the Leased Premises. Copies of management letters and/or financial statements shall be provided directly to COUNTY by the CPA at the same time TENANT's copy is provided to TENANT.

TENANT acknowledges that any and all of the "Financial Statements" submitted to COUNTY pursuant to this Lease become Public Records and are subject to public inspection pursuant to California Government Code Sections 6250 et seq.

- D. <u>Failure to Submit CPA-Audited Statement of Gross Receipts</u> In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that TENANT fails to submit any financial statements by the due date listed in this Section, Subsection "C. CPA-Audited Statement of Gross Receipts.". Airport Director, or designee may require TENANT to submit the greater of:
 - 1) \$5,000 fine; or
 - 2) Any and all costs incurred by COUNTY for the Certified Public Accountant hired by the COUNTY to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.

E. Audits All TENANT's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the Airport shall be kept and made available to COUNTY at one location within the limits of the County of Orange, or shall be made available at offices in the COUNTY within ten (10) business days after notice to produce said records and source documents. COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of transactions and the dollar amount of said transactions. The full cost of said audit shall be borne by COUNTY.

The COUNTY, upon request of TENANT and in the COUNTY's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided TENANT shall agree to pay all expenses including but not limited to transportation, food, and lodging necessary for the COUNTY to send a representative to audit said books and records. Said right shall not be exercised by the COUNTY more than once each accounting year.

Upon the request of the COUNTY, TENANT shall promptly provide, at TENANT's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Lease and to TENANT's use of the Airport. Such data shall include, if required, a detailed breakdown of TENANT's receipts and expenses.

The full cost of said audit, as determined by the COUNTY, shall be borne by TENANT if either or both of the following conditions exist:

- 1) The audit reveals an underpayment of more than one percent between the rent due as reported and paid by TENANT in accordance with this Lease and the rent due as determined by said audit;
- 2) TENANT has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with this Section, Subsection "A. Records Defined" above. The adequacy of records shall be determined at Auditor-Controller's reasonable sole discretion.

Otherwise, COUNTY shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of the County of Orange.

F. Failure to Maintain Adequate Records In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that TENANT fails to maintain and keep books, records and accounts of gross receipts from business operations conducted on or from the Leased Premises and/or source documents relating thereto, or to make the same available to the COUNTY for examination and audit, or

to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to the COUNTY regarding gross sales as required by this Lease, the COUNTY, at the COUNTY's option, may:

- 1) Perform such examinations, audits and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of percentage rents payable by TENANT under this Lease and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by TENANT upon demand.
- 2) Provide accounting services and/or a system for recording sales and charges, including without limitation, cash registers, for use by TENANT in business transactions upon or from the Leased Premises, and, at COUNTY's option, maintain personnel on the Leased Premises to observe and/or record such sales during TENANT's business hours, or from time to time, all at TENANT's sole cost and expense and, in such event, TENANT shall promptly reimburse COUNTY for any and all costs incurred by COUNTY in connection therewith; and/or
- 3) Require that TENANT pay percentage rents based on COUNTY's best good faith estimate of TENANT's gross receipts from business operations conducted on or from the Leased Premises and Airport and any such determination made by COUNTY shall be conclusive and binding upon TENANT.

Costs payable by TENANT pursuant to this Section shall include reimbursement to COUNTY of COUNTY provided services at such rates as COUNTY may from time to time, in good faith, establish for such services. In the case of services provided by COUNTY's employees, such rates shall be sufficient to reimburse COUNTY for employees' salaries, including employee taxes and benefits and COUNTY's overhead or, at COUNTY's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by COUNTY, if engaged by COUNTY to perform such services. Said costs payable by TENANT shall be included as rent for the first month following invoice to TENANT.

- G. <u>Review Period</u> COUNTY or its designee may conduct such audits or inspections throughout the term of this Lease and for a period of three (3) years after final payment or longer if permitted by law.
- H. <u>Methodology</u> COUNTY may, without limitation by TENANT, conduct verifications including, but not limited to, inspection of TENANT's Records, observation of TENANT's employees in or about the Leased Premises, and verification of information and amounts through interview and/or written communications with TENANT's employees or subcontractors.

- I. <u>Record Retention</u> All of TENANT's Records shall be retained by TENANT for a period of the balance of the fiscal year in which the Record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this Lease expires or is terminated.
- J. <u>Sales Recording System</u> TENANT shall prepare a description of its cash handling and sales recording systems and equipment which shall be submitted to Airport Director for approval. Following approval by Airport Director such systems and equipment shall be utilized by TENANT. TENANT shall accurately record each sale on a point of sale register. Such register shall be non-resettable and sufficient to supply an accurate record of all sales on tape or otherwise as approved by Airport Director.
- K. Point of Sale Requirements TENANT shall install in the Premises a Point of Sale (POS) system with at least one POS unit, which includes mobile POS or other similar electronic devices. All POS used on the Premises shall meet current industry standards for transmitting, capturing and recording transactions, approved discounts with badge numbers, and data in a secure fashion while protecting Card Holder Data, and shall register every transaction made in, on, about or from the Premises, including every type of Gross Revenue daily automated reporting. Said POS shall be accessible to and subject to inspection or audit by Airport Director upon request. All cash receipts must include TENANT's identification thereon. Each approved discount must have a badge number or identification number keyed in to the POS system for each transaction. Customer must be issued a receipt or sales slip for each transaction, which transaction must be recorded either on or serially numbered sales slip or digital record produced by POS. COUNTY should have the right during business hours to examine the totals of the POS (s) used in the Premises and to inspect for compliance with this section. COUNTY shall have the right to require a revenue system that TENANT can provide daily reports to COUNTY. If COUNTY exercises such right, TENANT must, at its cost, purchase and install the necessary equipment, train its employees, and thereafter use, such equipment to take part in such system. TENANT shall ensure a capability within its mobile POS for the installation of Airport and Airport partner applications that can be integrated with TENANT's POS to exchange data and make possible for future opportunities to support passengers and airlines with vouchers coupons and other mutually beneficial Marketing Any sales captured from third party applications, TENANT branded applications, cell phone applications must be provided to the COUNTY as part of the monthly sales reporting.
- L. <u>Other Reports and Submissions</u> TENANT shall furnish to COUNTY such other financial or statistical reports as Airport Director may require.

SECTION 4.07 PROVISION AGAINST SET-OFFS

It is the obligation of TENANT to pay all rents free of any set-offs or claims, in the amount and at the times specified in this Lease. In the event that TENANT desires to contest the validity or amount of any such rents and charges, TENANT shall first pay the same to COUNTY and may then seek a refund in any appropriate forum.

SECTION 4.08 SECURITY DEPOSIT

TENANT, shall deposit with COUNTY a security deposit in the sum of ______ four (4) times the estimated monthly rent as determined by Airport Director prior to execution of the Lease.

Concurrently with each revision of the rents pursuant to the Section in this Lease entitled "RENT", the security deposit to be provided by TENANT shall be adjusted to approximately four (4) times the estimated monthly rent as determined by Airport Director to guarantee the faithful performance by TENANT of its obligations under this Lease and the payment of all rents due hereunder.

The security deposit shall take one of the forms set out below and shall guarantee TENANT's full and faithful performance of all the terms, covenants, and conditions of this Lease:

- A. An instrument or instruments of credit from one or more financial institutions, subject to regulation by the State of California or Federal government, pledging that funds necessary to secure performance of the Lease terms, covenants, and conditions are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing TENANT's performance and that all or any part shall be paid to COUNTY, or order upon demand by Airport Director. Both the financial institution(s) and the form of the instrument(s) must be approved by Airport Director.
- B. A Faithful Performance Bond executed by a surety company or financial institution qualified and admitted to do business in the State of California and issued in a form, approved by the COUNTY. Under the bond, the surety company shall guarantee to COUNTY full and complete performance of all the terms, conditions and covenants herein to be performed on the part of the TENANT, including the payment of use fees as well as any and all other payments. Said bond shall be maintained at the cost of the TENANT throughout the existence of this Lease. Said Surety shall give Airport Director a minimum (30) days' prior written notice of cancellation or material change in said bond. Such cancellation or material change without Airport Director's prior written consent shall constitute a default under this Lease.

Regardless of the form in which TENANT elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to the COUNTY for correcting any default or breach of this Lease by TENANT, its successors or assigns, or for payment of expenses incurred by COUNTY as a result of the failure of TENANT, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this Lease.

Should TENANT elect to provide either an Instrument of Credit or a Faithful Performance Bond to fulfill the security deposit requirements of this Lease, said instrument or bond shall have the effect of releasing depository or creditor therein from liability on account of the payment of any or all of the principal sum to COUNTY, or order upon demand by Airport Director.

In the event Airport Director withdraws all or any portion of the security deposit as provided herein, TENANT shall, within ten (10) days of any withdrawal by Airport Director, replenish the security deposit to maintain it at amounts herein required throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Lease.

TENANT shall be obligated to maintain the security deposit in effect until the Expiration Date of the Lease.

The security deposit, after deduction of all amounts due COUNTY, shall be rebated, reassigned, released or endorsed by the COUNTY to TENANT or order, as applicable, after one hundred twenty (120) days have elapsed following the expiration date of the Lease term, provided TENANT has fully and faithfully performed each and every term, covenant, and condition of this Lease.

SECTION 4.09 MARKETING FUND FEE

County has established a marketing fund for the Airport to conduct sales promotions, Airport-wide advertising, and related activities intended to promote the Airport and its tenants. Commencing January 1 of each calendar year, TENANT shall be required to make an annual marketing fund payment in the amount of ten thousand dollars (\$10,000.00) per location. TENANT agrees to pay this amount on or before January I of each year. All monies received by the Airport for the marketing fund shall be used solely for the purpose of Airport tenants' promotions and directly related expenses. In the event any year of the LEASE contains less than 12 months, TENANT shall pay a pro-rata portion of the annual amount corresponding to the number of months remaining in that calendar year.

For example, if the LEASE commences on November 1, TENANT shall pay the monthly pro-rata portion (\$833.33 per month) of the annual marketing fund amount for November and December (totaling \$1,666.66). Then, commencing on January 1, TENANT shall make the full annual marketing fund payment of \$10,000.00. Should the LEASE expire on September 15, TENANT shall pay a pro-rata portion of the annual amount for the months of January through September.

SECTION 4.10 UTILITIES

TENANT shall pay the whole cost for all TENANT's utility meters and installation. COUNTY shall make available in the Terminal the following utility services: reasonable amounts of water, electricity, telecom, sewage outlets, common area heating, ventilation, and air conditioning, stubbed out to leasehold. TENANT is responsible for all changes and alterations from and to the stubbed out location any such changes or alterations shall be at the sole cost of the TENANT.

ARTICLE V

USE, OPERATION, MAINTENANCE AND CONDITION OF LEASED PREMISES

SECTION 5.01 USE

TENANT's primary purpose for entering into this Lease is to promote the development of a food & beverage concession on the Leased Premises.

- A. Required Services and Uses. TENANT shall have a nonexclusive right to develop, operate and manage a food & beverage concession within designated locations at the Airport. The concession rights granted herein shall be exclusive within the Leased Premises but non-exclusive at the Airport. TENANT agrees not to use the Leased Premises for any other purpose nor to engage in or permit any other activity by TENANT's employees, agents or contractors, within or from the Leased Premises. TENANT agrees not to conduct or permit its employees, agents or contractors to conduct any public or private nuisance in, on or from the Airport, or to commit or permit its employees, agents or contractors to commit any waste in, on or from the Airport. The Use is attached hereto and entitled EXHIBIT C.
- B. Optional Services and Uses. Subject to the prior written approval of the Airport Director, TENANT may be granted the option to provide those additional services and uses which are ancillary to and compatible with the required services and uses herein; subject to negotiation and approval of Airport Director.
- C. The above listed services and uses, are required and shall be the only services and uses permitted. TENANT agrees not to use the Leased Premises for any other purpose nor to engage in or permit any other activity within or from the Leased Premises. This prohibition includes, but is not limited to, sale or use of tobacco products, vending machines of any kind, stamps, insurance policies, or as decided by the Airport Director.
- D. COUNTY reserves the right to engage in pouring rights agreement with a third party. TENANT shall be required to comply with any future agreements executed by Airport.
- E. Airport Director has the right to use TENANT's inventory of goods in an emergency situation to assist in maintaining the welfare of persons at or near the Airport. TENANT shall be reimbursed by COUNTY for the cost of goods as soon as practicable at a rate not to exceed prices immediately prior to the emergency.

In the event TENANT breaches this Lease by using or permitting the Leased Premises to be used in any manner other than as expressly permitted under this Lease, TENANT shall pay COUNTY a sum equal to 100% of the "gross receipts", as defined in the Section 4.03 (DEFINITION OF GROSS RECEIPTS) for any service, goods, or use that is not permitted by this Lease, or otherwise authorized in this Lease entitled. Said payment is subject to the "due date" provided in the Section 4.04 (PAYMENT PROCEDURE) and the "charge for late payment" provided in the Section 4.05 (CHARGE FOR LATE PAYMENT). The existence of the 100% charge in this section, or the

payment or receipt of money under this section, does not constitute an authorization for a particular service or use and does not constitute a waiver of COUNTY's right to require TENANT to terminate such service or use. The parties agree that COUNTY's actual damages, in the event of such a breach by TENANT would be extremely difficult or impossible to determine; therefore, an amount equal to the amount of 100% of such gross receipts has been agreed upon, after negotiation, as the parties' best estimate of COUNTY's reasonable damages.

COUNTY reserves the right to prohibit the sale of those items which, in the opinion of COUNTY, are not in the public interest; or which might compete unfairly with other Terminal concessions. TENANT also agrees not to conduct or permit to be conducted any public or private nuisance (as defined in C.C. 3479) in, on or from the Leased Premises, or to commit or permit to be committed any waste in, on or from the Leased Premises.

SECTION 5.02 RULES AND REGULATIONS

The COUNTY may adopt and enforce Rules and Regulations which TENANT agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport.

TENANT shall comply with all Airport Rules and Regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans.

To the fullest extent authorized by law, TENANT shall be liable to COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to TENANT's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of TENANT, its employees, subtenants, agents or suppliers.

COUNTY shall not be liable to TENANT for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall TENANT be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with TENANT's use and occupancy of the Leased Premises so as to constitute a termination in whole or in part of this Lease by operation of law in accordance with the laws of the State of California.

SECTION 5.03 OPERATIONAL REQUIREMENTS

TENANT shall operate the food & beverage concession in a competent and efficient manner in accordance with the terms of this Lease including the following:

- A. Manager TENANT shall appoint a Manager to supervise TENANT's operations at the Airport. Such person must be an outstanding, highly qualified and experienced manager and be vested with full power and authority to accept service of all notices. They shall be vested with the authority to regulate the quality and prices of all menu items, and the appearance, conduct and demeanor of TENANT's employees. Said Manager shall be assigned to the Airport where he or she shall be available daily during peak travel periods and daily from 8:00 a.m. until 5:00 p.m., Monday through Friday, and where during their absence, a responsible subordinate shall be in charge and available during concession operating hours. Manager's subordinate shall be available by telephone and/or e-mail provided to the Airport Director, and should be available to arrive at the Airport within thirty minutes (30) of a being contacted to address any problems.
- B. <u>Personnel</u> TENANT shall at all times maintain qualified and experienced personnel to supervise TENANT's concession and provide a high standard of service to passengers and other guests at the Airport. TENANT shall require its employees to be properly dressed, clean, courteous and neat in appearance at all times. TENANT's employees shall refrain from use of offensive language and/or act in an otherwise offensive manner.
- C. <u>Noninterference</u> TENANT shall cooperate with and not interfere with COUNTY's and other TENANT's use of and operations at the Airport. TENANT shall not place any ropes, barricades and/or stanchions on the public or common use area without prior written approval of the Airport Director.
- Deliveries TENANT shall have supplies of any nature or kind delivered only at times, and through approved routes and entrances, between the hours of 11:00 pm to 6:00 am, seven (7) days a week, or as designated by Airport Director. TENANT shall not leave products, carts and inventory unattended in the concourses, hallways and other locations. TENANT shall only make deliveries on the concourse during non-peak hours. No deliveries between 6:00 am to 10:00 am, 12:00 pm to 2:30 pm, and 4:00 pm to 6:30 pm. TENANT shall only utilize carts, shippers, hand trucks and dollies that were outfitted with pneumatic (air) or gel tires to move products or merchandise from storage to concession areas. Metal or hard rubber wheels or tires are prohibited.
- E. <u>Utilities</u> TENANT shall be responsible for and pay, prior to the delinquency date, all charges for installation of dedicated phone lines and all charges for phone services to the Leased Premises. COUNTY shall only furnish an electrical supply line to the Leased Premises and water and a gas line to specified locations only as shown on Airport-approved construction drawings. TENANT shall be responsible for making all electrical, sewer, HVAC, gas, and water connections to and within the Leased Premises, where applicable.

- F. <u>Merchandise and Pricing</u> TENANT's merchandise plan and prices (Plan) shall be as approved by Airport Director for each store location and is attached hereto as Exhibit E. During the Lease term, TENANT shall not make changes to the Plan without first obtaining the prior written approval of Airport Director. Price changes must be submitted at a minimum of thirty days (30) in advance for Airport review.
- G. Pricing TENANT's merchandise shall be consistent with all uses as provided under Section 5.01 (USE). Prices of said items shall not exceed one hundred ten percent (110%) of approved prices reasonably found in similar stores located in the Orange County Area. TENANT shall perform price surveys every year from the effective date of this Lease or at the request of the Airport Director. Price surveys shall include, prices from a minimum of three (3) local food & beverage establishments deemed similar to TENANT's operation, subject to Airport Director's or designee's review and approval. TENANT shall submit results to the COUNTY within thirty (30) of completion of the price survey. In the event that TENANT's prices have not been in compliance with the terms of this Lease, TENANT shall adjust prices accordingly within 48 hours of being notified by Airport Director.
- H. <u>Employee Parking Fee</u> TENANT shall pay the monthly employee parking fee, subject to change, for employee vehicles parked in the employee parking lot.
- I. <u>Credit and Debit Cards</u> Customers shall be permitted to utilize major credit and debit cards, and at a minimum, the following credit cards in payment for all sales: Visa, MasterCard, Discover and American Express.
- J. Recycling TENANT agrees that when alternate forms of packaging are available, only items packaged in a manner most compatible with the Airport's goals of recycling, reducing litter and preserving the environment shall be sold. No Styrofoam packaging products will be sold. Sale of beverages in non-returnable cans, metal or glass containers are not permitted. TENANT shall participate in the Airport's waste reduction and recycling program as required and wherever possible. Receipts evidencing compliance with said programs shall be kept and made available for Airport review.
- K. Employee Hiring TENANT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Lease meet the citizenship or alien status requirement set forth in Federal statutes and regulations. TENANT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. TENANT shall retain all such documentation for all covered employees for the period prescribed by the law. TENANT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the TENANT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment or any persons performing work under this Lease.

- L. <u>Promotional Advertising</u> TENANT may hold in-store promotions and is encouraged to creatively merchandise and display its products. All promotional advertising needs to be submitted and approved by the Airport Director. All promotions must be submitted to JWA at a minimum of thirty days (30) in advance for review. Displays that are considered objectionable by COUNTY shall be removed or objectionable features altered as necessary to be rendered unobjectionable by COUNTY, upon written notice by Airport Director.
- M. <u>Wireless Communications</u> In the interests of public safety and the efficient operation of the Airport, COUNTY reserves the sole right to resolve any conflicts between or among any wireless communication devices or systems of the Airport TENANT, and any third party users at the Airport, and to require TENANT to change over to any future Airport-wide network once installed.
- N. <u>Interference with Systems</u> TENANT shall not interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the Leased Premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with effectiveness of elevators or escalators in or adjoining the concession premises, or overload any floor in the concession premises.
- O. <u>Smoking Prohibited</u> TENANT shall not do anything contrary to COUNTY's ordinance, prohibiting smoking. Said ordinance prohibits smoking in the terminal building, including all food and beverage areas.
- P. <u>Unauthorized Locks</u> TENANT shall not place any additional lock of any kind upon any window or interior or exterior door in the Leased Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the Leased Premises, nor refuse, upon the expiration or sooner termination of this Lease, to surrender to Airport Director any and all keys to the interior or exterior doors on the Leased Premises, whether said keys were furnished to or otherwise procured by TENANT, and in the event of the loss of any keys furnished by Airport Director, TENANT shall pay COUNTY, on demand, the cost for replacement thereof, and the cost of re-keying COUNTY's locks. TENANT may be required to comply with Airport security measures that consist of changing of key locks to badge controlled electronic locks and shall bare the cost associated with any change over.
- Q. <u>Standards of Quality</u> TENANT shall establish and submit a Standards of Quality Operating Manual to JWA for review and approval. TENANT must maintain the approved standards offering quality service and food.
- R. <u>Standards of Service</u> The management, maintenance and operation of the food & beverage concession shall be under the supervision and direction of a qualified, experienced person or persons who shall be authorized to act on behalf of TENANT. TENANT will assign a

representative to service the food & beverage location(s). Maintenance must be available seven (7) days per a week and repairs shall be made within two (2) hours of notification. TENANT agrees that the maintenance service thereto shall take place, whenever possible, during hours of minimum passenger activity, at such hours and using such entrances and routes as approved by the Airport Director. TENANT shall cooperate with and not interfere with COUNTY's and other TENANT's use of and operations at the Airport.

SECTION 5.04 AIRPORT SECURITY

In addition to FAA, TSA and Airport security rules, regulations and plans, shall comply with all security requirements of the United States Customs and Border Protection (USCBP), and all applicable federal, state and local regulations regarding airport security. TENANT is responsible for fines imposed by any regulatory agency as a result of TENANT's failure to comply with applicable rules and regulations regarding airport security.

TENANT shall be required to obtain airport security clearance in order to perform work under this Lease. TENANT, its employees and contractors must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge for access to secure areas and a driver's permit to drive on the airfield.

A. Badge Acquisition

Prior to issuance of a security badge(s), designated TENANT personnel who will be working onsite, and engaged in the performance of work under this Lease, must pass Airport's screening requirements, which includes an F.B.I. Criminal History Records Check and a Security Threat Assessment, and shall pay any applicable fees. Upon successful completion of the background checks, TENANT designated personnel will be required to attend a 3-hour SIDA class and pass a written test. Those personnel who may be permitted by the Airport to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. Airport identification badges are not issued until designated TENANT personnel have: 1) completed appropriate application forms and submitted proof of identity and employment eligibility, 2) passed both background checks, 3) completed and passed appropriate classroom training and 4) paid an identification badge fee for each badged person. TENANT should anticipate a minimum of five (5) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. TENANT's designated personnel must successfully complete the badge acquisition process, unless other arrangements have been approved by the Airport. TENANT shall be responsible for all applicable fees and costs associated with the background checks and badging process. The amount of such fees is subject to change without notice.

B. Badge Holder Requirements and Responsibilities

The Airport Security Plan (ASP) requires that each person issued an Airport security badge be made aware of his responsibilities regarding the privilege of access to restricted areas of the Airport.

TENANT and all TENANT personnel within an access controlled area (AOA, SIDA, secured area or sterile area) area required to display on their person an Airport security badge, unless they are escorted by a properly badged individual. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying an Airport issued or approved and valid I.D. badge. Any person who is not properly displaying or who cannot produce a valid Airport security badge must immediately be referred to the Sheriff's Department – Airport Police Services Office for proper handling.

The Airport security badge is the property of the County of Orange and must be returned upon termination of TENANT personnel employment and/or termination of the Lease. The loss of a badge shall be reported within 24 hours to the Sheriff's Department–Airport Police Services by calling (949) 252-5000. TENANT or TENANT personnel who lose their badges shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be posted in the Airport Administration Office and is subject to change without notice. A report shall be made before a replacement badge will be issued.

The Airport security badge is nontransferable.

In the event that TENANT's badge is not returned to the Airport upon termination of TENANT personnel employment and/or termination of the Lease, the TENANT and/or TENANT personnel shall be liable to the County of Orange for a fine in the amount of \$250.00 per unreturned badge. The amount of the fine is subject to change without notice. TENANT's security deposit may be applied to cover the cost of the fine.

SECTION 5.05 ANTI-IDLING POLICY

Within six months of LEASE execution, TENANT must develop, implement and submit to the Airport Director or designee for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. TENANT's policy shall also include all subtenant and third party vehicles that enter Airport property at the direction of the TENANT.

SECTION 5.06 MAINTENANCE OF LEASED PREMISES

TENANT, at its own cost and expense, shall maintain and repair, replace or refinish all improvements and installations of any kind. TENANT agrees to maintain the Leased Premises in a safe, clean, wholesome, sanitary condition and in compliance with all applicable laws. It shall be the TENANT's responsibility to make all necessary repairs required to maintain the Leased Premises and improvements in good condition. All repairs and improvements made by the

TENANT to the Leased Premises shall be in compliance with all current Federal, State, Local Ordinances and Building Codes and all Airport Regulations (Codes), TENANT shall be in compliance with the JWA TENANT Design Guidelines and JWA Construction Manual. The Codes encompass all fire, life and structural safety aspects and apply to the construction, alteration, moving, demolition, repair and use of the Leased Premises. Any additions, alterations, repairs and changes of use or occupancy in the Leased Premises shall comply with the provisions for new buildings and structures as set forth in the Codes. All devices or safeguards which are required by the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

- A. <u>Equipment and Improvements</u> TENANT shall maintain all equipment and improvements located within the Leased Premises including but not limited to, trade fixtures, wiring, and software and communications equipment in good condition. TENANT agrees that all repairs will be conducted within two (2) hours of notification by Airport Director unless a longer period of time is approved by the Airport Director.
- B. <u>Removal of Equipment or Improvements</u> During the term of this Lease, TENANT shall not remove any improvements and/or furnishings, trade fixtures, and equipment without the prior written consent of the Airport Director.
- C. <u>Access</u> TENANT shall make key access available to Airport Director at all locations or within the Leased Premises for emergency access. Failure to provide key access to Airport Director or designee may result in unreimbursed door damage to TENANT resulting from measures used to enter the Leased Premises during an emergency.
- D. <u>Release of Hazardous Substances</u> TENANT shall immediately notify the Airport Police Services Control Center of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require notification to a government entity by any fire code or Environmental law as defined herein in Section 6.01.
- E. <u>Spills and Trash Disposal</u> TENANT shall be responsible for cleaning and providing maintenance services on a regular basis to the Leased Premises. Cleaning by TENANT shall include collection of any concession-generated trash and cleanup of spills in the area immediately adjacent to the Leased Premises' entrances and exits. TENANT shall comply with any green waste or recycling programs implemented by the Airport. TENANT shall not dispose of any concession-generated trash in trash receptacles provided for the traveling public's convenience in the Terminal and shall only use trash dumpster locations designated by the Airport. Airport Director shall have the right to enter upon and inspect the Leased Premises at any time for cleanliness, safety and maintenance inspections.
- F. <u>Trash Receptacles</u> TENANT, whether within the Leased Premises or while moving through the terminal, shall use leak-proof containers. Any containers with wheels shall have wheels that are composed of non-skid materials that will not make noise nor leave marks on the terminal floors.

- G. Repairs TENANT's on-site manager shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order. If TENANT fails to maintain or make repairs or replacements as required herein, Airport Director shall notify or attempt to notify the TENANT in writing of said failure. Should TENANT fail to correct the failure within the time specified in the notice, Airport Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to TENANT. Thereafter, an administrative fee equal to fifteen percent (15%) of the sum of such items shall be paid by TENANT within thirty (30) days of receipt of a statement of said cost from Airport Director. Airport Director may, at Director's option, choose other remedies available herein, or as provided by law.
- H. <u>Maintenance of Heating, Ventilation and Air Conditioning (HVAC) Systems</u> TENANT shall be responsible for maintaining TENANT-installed HVAC system from the Leased Premises to the point that the system connects to the Terminal's supply air duct. TENANT shall be responsible for providing its own space temperature controls within inline store locations within the Leased Premises.
- I. Pest Control TENANT shall be solely responsible for a pest free environment within the Leased Premises area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control shall conform to Federal, State and local laws and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils, and crickets. Whenever COUNTY deems that pest control services must be provided to a building or area that includes the Leased Premises under this Lease, TENANT shall pay for the costs of said services.
- J. <u>Waiver of Claims</u> TENANT expressly waives any and all claims against the COUNTY for compensation for any and all loss or damage to TENANT's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Leased Premises, except to the extent caused by the COUNTY's negligence or willful misconduct.
- K. <u>Monthly Maintenance Reports</u> All canopies, filters, hoods, grease interceptors, duct work, and signage must be cleaned on a regular monthly maintenance schedule and the monthly maintenance schedule must be provided to the Airport Director and approved by the Airport Director. All monthly maintenance reports must be maintained and submitted to Airport Director upon request.

SECTION 5.07 NONCOMPLIANCE FEES

COUNTY desires to provide the traveling public with courteous and professional service. The following requirements are among those that relate directly to the quality of the service that COUNTY expects to be provided to the public. TENANT agrees that less than full performance of the following requirements denigrates the quality of the service, is in violation of this Agreement, and that the following fees are a reasonable approximation of COUNTY's actual damages for such violation. COUNTY will notify TENANT within forty-five (45) days following the date of each violation if noncompliance fee for each violation will be imposed. Airport Director shall make the final determination as to the imposition of noncompliance fees. Failure to impose violation fees for a particular violation shall not bar COUNTY from imposing violation fees for subsequent violations of the same nature. The availability of violation fees shall not bar COUNTY from exercising other remedies, including termination. COUNTY will invoice TENANT for violation fees that are assessed and payment of the invoice is due upon receipt by TENANT. Violation fees will be in addition to rent.

If TENANT or its sub-tenants fail to keep, observe, or perform any of the covenants or terms and conditions required herein, the COUNTY shall impose violation fees as set forth below, as a result of such violation(s), accrued on a daily basis, in addition to any other fees permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation Fee

Violation of Permitted Use of a Location \$250.00 per day/per location \$100.00 per incident Failure to Maintain Required Hours of Operation Failure to Submit Required Documents and Reports \$250.00 per day \$250.00 per day Failure to comply with Reset Policy **Unauthorized Discounts** \$250.00 per day \$100.00 per day/per location Failure to Maintain Clean Location(s) Failure to Maintain Street Pricing plus 10% \$250.00 per day/per location Installation of unapproved Fixtures in Location(s) \$250.00 per day/per location Failure to keep less than 10 people in per register per line \$100.00 per day/per location Failure to utilize all point of sale units to process payment \$100.00 per day/per location Failure to comply with delivery schedule \$100.00 each incident Failure to provide documentation maintenance reports \$100.00 per day/per location Failure to timely submit required ACDBE reports \$250.00 per day \$100.00 per day/per location Violation of audio music guidelines \$100.00 per day/per location Failure to keep product/merchandise as indicated on menu Failure to deliver required post-construction documentation \$1,000.00 per day \$100.00 per day/per location Failure to provide service during operating hours Failure to remove offensive material within 1 hour of notice \$100.00 per incident Failure to complete pricing survey or submit approval on time \$100.00 per day Failure to comply with JWA Wayfinding Program \$250.00 per day/per location \$2,000.00 per day Failure to open to public within 90 days from Notice to Proceed

Failure to submit midterm refurbishment plans \$2,000.00 per day

Failure to submit CPA audited financial statements on time \$5,000.00

Failure to use pneumatic or gel tires for deliveries \$100.00 per incident Incurring a health code violation or serving adulterated food \$250.00 per incident

Airport Director may notify the TENANT in writing of other violations and may determine a fee in writing to TENANT.

ARTICLE VI ENVIRONMENTAL, SAFETY, AND INDEMNIFICATION

SECTION 6.01 ENVIRONMENTAL STEWARDSHIP

TENANT shall support the COUNTY's Environmental Stewardship program by complying with Airport's Tenant Guidelines.

SECTION 6.02 HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

TENANT shall comply with all Environmental Laws, including laws regulating Hazardous Materials, and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport under this Lease, TENANT shall comply with such regulations regarding the storage, distribution, processing, handling, release, removal, and/or disposal, including the storm water discharge requirements, of Hazardous Materials including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements. Violation by TENANT or any of its agents, assigns, successors, sublessees, subcontractors, or employees of any Environmental Law are grounds for immediate termination of this Lease and for immediate termination of all operations by TENANT at or on the Airport.

Notwithstanding the liability of prior tenants of the Leased Premises, TENANT shall at its sole cost and expense investigate, evaluate, assess, remove, and/or remediate any and all Hazardous Materials that may be required or ordered by any governmental agency or Environmental Law. In conducting a clean-up of a Hazardous Material release under this Lease, TENANT shall comply with all applicable Environmental Laws. TENANT shall not use the COUNTY hazardous waste generator ID for waste disposal.

SECTION 6.03 GENERAL HEALTH AND SAFETY CONDITIONS

Precaution shall be exercised at all times by TENANT for the health, safety, and welfare of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with the Occupational Safety & Health Administration (OSHA) requirements including but not limited to OSHA Hazard Communication Standard 29 CFR 1910.1200, and federal and state safety orders.

TENANT shall comply with all material usage limitation, permit record keeping, and reporting requirements imposed by federal, state and local laws and regulations. TENANT shall properly post Manufacturer's Safety Data Sheets as required by law and shall use and dispose of all materials in conformance with all applicable codes, rules, regulations and manufacturer's recommendations.

TENANT shall submit to the COUNTY's Airport Environmental Resources Manager, annually on December 31, a report on compliance with and the status of all required permits including, but not limited to, Fire, OSHA, Air Quality Management, and Health Care Agency. The report must summarize all spills, leaks or permit violations for the previous year. The annual report must also contain copies of all reports and annual testing reports (such as fuel tank tightness testing) sent to any regulatory agency and documentation of required maintenance and inspection of fire and safety fixtures and equipment and an updated inventory of all Hazardous Materials used or stored on site.

TENANT shall provide all notices required pursuant to the Environmental Laws. TENANT shall provide prompt written notice to COUNTY within five (5) days of receipt of all written notices of violation of any Environmental Law received by TENANT.

SECTION 6.04 ENVIRONMENTAL INDEMNIFICATION

To the fullest extent authorized by law, the TENANT shall indemnify, defend, and hold harmless the COUNTY, its officers, directors, agents, and employees, for compliance with all Environmental Laws, from and against any and all Environmental Law claims, judgments, damages, penalties, actions, fines, costs, liabilities, losses, orders, expenses, and lawsuits (including fees and costs for attorneys, experts, and expert consultants) arising from the Leased Premises, and/or out of or related to any actions or omissions of TENANT, the TENANT 's operations at the Airport or any action arising from and which involve the TENANT 's officers, agents, successors, assigns, sublessees, subcontractors, and employees (whether or not they are negligent, intentional, willful or unlawful), including defense expenses arising therefrom, including, but not limited to the following:

- (1) The TENANT's placement, disposal, allowing, or releasing of Hazardous Materials upon or within the Airport including any such claims, demands, liabilities, cost, expenses, and/or obligations related to TENANT's release or threatened release of Hazardous Materials on, at, and/or under the Airport.
- (2) The TENANT's release or threatened release of Hazardous Materials at, on, under, and/or remaining from the Airport.
- (3) The TENANT's compliance with any Environmental Law, except that TENANT's obligations under this paragraph shall not extend to remediation conditions that arise from operations of third parties that are not affiliated with TENANT that take place off of the Airport. A party shall be deemed to be affiliated with TENANT if it is an employee, officer, director, agent, sublessee, assignee, contractor or

subcontractor of TENANT or if it is controlled by or under common control with TENANT.

(4) The TENANT's causing or allowing any prohibited discharge into the Airport Drainage System.

This indemnification includes, without limitation, reasonable fees/costs/expenses for attorneys, experts, expert consultants, and all other costs incurred by COUNTY in connection with any investigation, evaluation, assessment, and/or monitoring of the environmental conditions at the Leased Premises or any cleanup, remedial, removal, and/or restoration work required by any federal, state or local governmental entity because of any Hazardous Materials being present in the soil, surface water, or groundwater at, on, under, or about the Airport. However, TENANT's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of COUNTY or agents, servants or independent contractors who are directly responsible to COUNTY.

In the event the indemnitees as described herein are parties in any proceeding (legal, administrative, or otherwise), the TENANT shall, at the request of the COUNTY, defend the indemnitees with qualified counsel that the COUNTY determines, in its sole and absolute discretion, is acceptable to the COUNTY, unless the COUNTY, in its sole and absolute discretion, undertakes legal representation, in which event the TENANT shall reimburse the COUNTY for the expenses incurred by it in defending such proceeding, including reasonable attorneys' fees, expert and consultant's fees, and investigative and court costs.

In the event that any monetary sum is awarded against the COUNTY and the TENANT because of the concurrent negligence of the COUNTY and the TENANT or their respective officers, directors, successors, assigns, subcontractors, sublessees, or employees, an apportionment of liability to pay such award shall be made by a court of competent jurisdiction. Both the COUNTY and the TENANT agree that neither party shall request a jury apportionment. Nothing stated in

this Lease and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Lease.

The rights and obligations set forth in this indemnification shall survive the termination and/or expiration of this Lease.

SECTION 6.05 CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS

In the event that any of the terms of the environmental requirements codified in this Article conflict with any other terms of this Lease, the environmental requirements contained in Article VI shall apply.

ARTICLE VII

CONSTRUCTION AND IMPROVEMENTS

SECTION 7.01 CONSTRUCTION AND/OR ALTERATION BY COUNTY

The COUNTY may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances.

In addition, the COUNTY may reassign or relocate TENANT's Leased Premises. COUNTY shall provide TENANT advance notice of such action and shall attempt to provide alternative space that is reasonably comparable for TENANT's operations at the same rates and charges which TENANT would have paid for the space being surrendered. In the event no alternative space is available, TENANT shall surrender its space promptly to COUNTY, provided that TENANT shall be reimbursed for the reasonable cost of any such reassignment, reallocation or relocation and the cost of TENANT's unamortized investment, if any, as documented by TENANT to the satisfaction of the COUNTY and mutually agreed to by Airport Director and TENANT. All of such costs, as well as COUNTY's cost of providing the alternative space aforementioned, shall be included in the cost of the particular Capital Project requiring such reassignment, reallocation or relocation.

SECTION 7.02 CONSTRUCTION AND/OR ALTERATION BY TENANT

TENANT shall not perform any construction upon the Leased Premises nor shall TENANT modify, alter or remove any permanent improvements lying within the Leased Premises without prior written approval of COUNTY. Any construction, modifications, alterations or removal of any permanent improvements by TENANT shall be at the TENANT's expense.

A. <u>Design and Construction</u> TENANT shall cause to be designed, constructed, and installed within the Leased Premises, at no cost to COUNTY, appropriate improvements to adequately accommodate those services and uses, both required and any other optional services and uses approved pursuant to the section in this Lease entitled "USE". TENANT must comply with the JWA TENANT Design Guidelines Manual and JWA TENANT Construction Manual as may be amended from time to time.

The improvement plans prepared by TENANT and approved by Airport Director prior to the execution of this Lease shall be a plan for development of the Leased Premises or portions thereof, and the working drawings prepared by TENANT and approved by Airport Director during the same period shall be the plan, specifications, and time schedule for TENANT's initial construction on the Leased Premises. Weekly scheduled meetings with TENANT representative, contractor, design team, and JWA staff must be held during any construction improvements or projects. Updated Microsoft Project schedule and safety meeting updates must be provided to JWA at each scheduled meeting or upon request of JWA staff. All design and construction shall conform with the plans approved by Airport Director and with the construction and architectural standards contained in Exhibit D which is attached hereto and by reference made a part hereof.

In the event TENANT fails to open the concession facility on its Leased Premises for business on or before the Rent Commencement Date, COUNTY will incur substantial damages, the exact amount of which are extremely difficult to fix. Accordingly, for each day after the Rent Commencement Date until the day on which TENANT opens the concession facility for business, TENANT shall pay County two thousand dollars (\$2,000.00) per day in addition to Rent as provided below. The parties have agreed that his amount represents a reasonable approximation of the damages likely to be suffered by the County in the event TENANT fails to open on or before the Rent Commencement Date. In the event TENANT fails to open after one-hundred twenty (120) days from the date issued on the Notice to Proceed from Airport Director, County may have the option to terminate this Lease.

B. Compliance with Plans and Construction Standards All improvements constructed by TENANT within the Leased Premises shall be constructed in strict compliance with detailed plans and specifications approved by Airport Director. All construction shall be conducted in a good and workmanlike manner and shall conform to applicable building codes, rules, regulations and Airport's architectural standards as contained in reference document "John Wayne Airport, Architect and Engineer Guide" and reference document "JWA TENANT Construction Manual" which can be provided by Airport upon request. TENANT is responsible to review and comply with the JWA TENANT Design Guidelines and JWA Construction manual. All work shall be done in conformity with Airport approved plans, valid building and other necessary permits and shall be acceptable to COUNTY and the appropriate governmental entity inspecting such work. TENANT shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

All improvements constructed by TENANT, including the plans and specifications therefor, shall conform in all respects to the Airport approved plans, applicable statutes, ordinances, building codes, JWA TENANT Design Guidelines, JWA Construction Manual, rules and regulations of the COUNTY and such other governmental authority as may have jurisdiction, and shall be acceptable to COUNTY and the appropriate governmental entity inspecting such work. Airport Director's or designee's approval shall

not constitute a representation or warranty as to such conformity, which shall remain TENANT's responsibility. TENANT shall have the responsibility to obtain all required permits and to investigate and pay for any and all fees, including but not limited to Transportation Corridor Agency fees, if applicable, necessary for such construction. Construction by TENANT, its contractors and subcontractors, shall be coordinated with and under the direct supervision of COUNTY and shall be completed within ninety (90) days from the issuance of JWA Notice to Proceed to TENANT. (In the event TENANT fails to complete installation of improvements in a timely manner, the parties agree that COUNTY's actual damages would be extremely difficult or impossible to determine; therefore, the parties agree that the best estimate of the COUNTY's actual damages assessed to the TENANT is sum of Two Thousand Dollars (\$2,000.00) per day until installation has been completed to the satisfaction of COUNTY.. This amount shall be in addition to all other sums due under this Lease.

- C. <u>Consent Required From COUNTY</u> No structures, improvements, or facilities shall be constructed, erected, altered, removed or made within the Leased Premises without prior written consent of COUNTY, which consent may be withheld or conditioned at COUNTY's discretion. Minor repairs, replacement and facility maintenance proposed for the Leased Premises, the cost of which does not exceed two hundred thousand dollars (\$200,000), must be approved by Airport Director. All other structures, improvements, facilities, repairs, replacement, removal and maintenance items must be approved by the Board of Supervisors.
- D. <u>Insurance Requirements</u> TENANT shall obtain comprehensive public liability insurance during construction. If the construction is done by an independent contractor, insurance shall be procured by the contractor in the name of the TENANT and the COUNTY. All insurance shall be in the limits and coverages acceptable to COUNTY's Risk Management Services.
- E. <u>Indemnification during Construction</u> To the fullest extent authorized by law, TENANT shall indemnify, defend, and hold harmless the COUNTY, its officers, and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of the TENANT's construction or alteration of the Leased Premises at John Wayne Airport, including the cost of defense arising therefrom. The TENANT's indemnity obligations stated hereinabove also apply to those actions arising from and which involve the TENANT's officers, agents, subcontractors, and employees.
- F. <u>Noninterference</u> TENANT warrants that it or its contractor shall in no way delay, cause delays to or interfere with any Airport operations or other contractors working in the terminal or on the Airport. TENANT agrees to hold COUNTY harmless from the cost of any time lost by COUNTY or any damages to COUNTY due to the actions or failure to act of TENANT or its contractor.
- G. <u>Trailers and Modular Structures</u> All improvements constructed by TENANT shall be of a permanent nature. Trailers and modular buildings are prohibited on the Leased Premises.

This provision shall not apply to the use of COUNTY approved temporary modular or trailers during construction. Upon completion of construction, all trailers or modular must be immediately removed from the Leased Premises.

- H. <u>TENANT's Cost and Expense</u> All renovation or construction by TENANT pursuant to this Section shall be at TENANT's sole cost and expense. TENANT shall keep its existing or future Leased Premises and the improvements constructed thereon free and clear of all liens and shall pay all costs for labor and material arising out of such construction and shall hold COUNTY harmless from any liability in respect thereto. TENANT shall have the right to contest any and all liens filed against its existing or future exclusive use area. TENANT further agrees that COUNTY shall have the right to post notices of non-responsibility as provided by Sections 3094 and 3129 of the CIVIL CODE of the State of California.
- I. Ownership of Improvements All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Leased Premises by TENANT must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require TENANT, at TENANT's cost, to remove any or all improvements located within the Leased Premises at the expiration or termination hereof.
- J. <u>Minimum Cost of Improvements. "Initial Improvements"</u> the minimum cost of improvements shall be five-hundred (\$500.00) per square foot. The term "construction costs" shall mean direct construction costs, as set forth in Section 7.09 ("RECORD DRAWINGS AND CONSTRUCTION COSTS").
- K. <u>Satellite Antenna Dish</u> For purposes of this Lease, satellite antenna dishes or antennae that may be installed by TENANT on the roof of the Terminal or any location outside the Leased Premises shall be considered a TENANT improvement. Type and design of antenna, location, TENANT identification, method of installation, and cable path shall be subject to review and approval by Airport Director. COUNTY retains the right to require TENANT, at TENANT's cost, to remove any antenna installed by TENANT. Airport Director shall have the right to use TENANT's security deposit to cover the cost of removal of said antenna should TENANT fail to do so at the expiration or termination of this Lease.

SECTION 7.03 MIDTERM REFURBISHMENT

At the midterm of the Lease, TENANT shall be required to make a reinvestment, in an amount to be determined by Airport Director but not exceeding 50% of the total cost of its Capital Improvements, for the purpose of keeping concession and its technology contemporary and competitive with current concession trends and methods. Said refurbishing shall include, but not be limited to, refinishing, repair, replacement, redecorating, and painting necessary to keep said facilities in first class condition.

TENANT shall complete the Concession Midterm Refurbishment, as approved by the Airport Director within one-hundred eighty (180) days from the midterm of the lease. The midterm of the Lease is sixty (60) months from the Rent Commencement Date. Failure to complete the refurbishment by said date shall be cause for termination of the Lease, and/or at the direction of the Airport Director the sum of two thousand dollars (\$2,000.00) per day until the Concession Midterm Refurbishment has been completed to the satisfaction of the COUNTY. This amount shall be in addition to all other sums due under this Lease.

TENANT shall be required to submit plans for the Concession Midterm Refurbishment at least one hundred eighty (180) days prior to the midterm of the Lease. The plans and specifications shall be certified by an architect or engineer and shall consist of (a) working drawings (b) technical specifications and (c) proposed equipment upgrades or changes. If TENANT fails to submit plans for the Concession Midterm Refurbishment TENANT shall pay two thousand dollars (\$2,000.00) per day until plans are received in addition to all other sums due under the lease.

Within sixty (60) calendar days following the completion of the Concession Midterm Refurbishment to the satisfaction of the Airport Director, TENANT must provide certified documentation of all the capital investment actually expended in the design and installation of the Concession Midterm Refurbishment, together with "as-built" plans/records drawings as required elsewhere in this Lease. When documenting each refurbishment minimum investment required by this Lease, architectural and engineering charges not exceeding 15% of the total investment may be included. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, internal design, review, management and oversight of construction on Leased Premises, TENANT's licensing or franchising costs, bond premiums or developer fees.

In the event of a shortfall between said Concession Midterm Refurbishment amount and TENANT's actual investment cost, TENANT shall pay to COUNTY an amount equal to the shortfall, as of one hundred eighty (180) days after the date of the completion of the Concession Midterm Refurbishment, and said payment shall be due and payable within thirty (30) days. The amount spent for refurbishment shall be exclusive of any amount spent for normal repair and maintenance as determined at the sole discretion of Airport Director.

SECTION 7.04 CERTIFICATION OF CONSTRUCTION EXPENDITURES

TENANT shall provide COUNTY with certified receipts and lien releases for the initial capital improvements and midterm refurbishment to the Leased Premises required hereunder within ninety (90) days after the completion thereof in a form acceptable to the COUNTY to enable COUNTY to verify compliance with the terms of this Lease. In the event that such certified receipts indicate that costs incurred with respect to the initial capital improvements or midterm renovations required hereunder are less than required under the terms and provisions of this Lease, and TENANT has used and complied with the approved plans and materials and submitted all closeout documents including "as built" CAD files, TENANT shall not be required to pay to COUNTY the difference between the amount required to be spent and the costs actually incurred by TENANT as indicated by such certified receipts. If TENANT fails to adhere to approved plans

and specifications, resulting in actual costs less than those approved by COUNTY, TENANT will be required to pay 110% of the difference to the COUNTY. If COUNTY disputes the amount of costs claimed by TENANT, COUNTY may utilize its own audit and accounting staff or, at its option and expense, hire a certified public accountant to audit the costs actually incurred by TENANT with respect to such Leased Premises. If it is determined that the costs actually incurred by TENANT with respect to said Leased Premises are less than the minimum required hereunder, then TENANT shall pay, in addition to the other amounts due hereunder, the cost of conducting such audit to COUNTY within thirty (30) days of the determination.

SECTION 7.05 TENANT REIMBURSEMENT

In the event COUNTY should require the Leased Premises, or any portion thereof, for any Airport purpose and removes any portion of TENANT's Leased Premises from this Lease or terminates the Lease under the provisions of this Section, COUNTY shall reimburse TENANT for improvements completed during the term of this Lease to the Leased Premises as follows:

Compensation for improvements located on the Leased Premises shall be calculated by means of the following formula:

COMPENSATION = A x
$$\frac{B}{C}$$

- A = TENANT's actual Leased Premises improvement construction costs submitted in accordance with the Section in this Lease entitled "RECORD DRAWINGS AND CONSTRUCTION COSTS".
- B = Number of full months remaining in the Lease term.
- C = Number of full months between the date TENANT completed construction of Leased Premises improvements and the date the Lease would expire by its terms if COUNTY did not exercise its right to early termination.

TENANT shall submit to COUNTY within sixty (60) days of completion of construction of any Leased Premises improvement, notifications of completion of construction and submit detailed supporting documentation of construction costs together with "as-built" plans as required elsewhere in this Lease. TENANT acknowledges and agrees if TENANT fails to submit notifications and supporting documentation for any such Leased Premises improvements in a timely manner, TENANT waives its right to compensation for such improvements.

SECTION 7.06 EXCLUSIVE REMEDY

The compensation provided pursuant to Section 7.05 "TENANT REIMBURSEMENT" shall be TENANT's sole and exclusive remedy and form of compensation, costs or damages, including but not limited to, the eminent domain law and inverse condemnation (CALIFORNIA CODE OF CIVIL PROCEDURE §§1230.010, et seq.), and Relocation Assistance benefits (CALIFORNIA GOVERNMENT

CODE §§7260, et seq.), due to termination, re-entry or acquisition of the Leased Premises by COUNTY.

TENANT agrees that exercise by COUNTY of its termination rights hereunder shall not be construed as a taking by COUNTY of any part of the Leased Premises, nor of TENANT's rights under this Lease, nor shall TENANT, except as provided herein, be entitled to payment for any loss of goodwill, income, moving expenses or other amount because of partial or full termination of this Lease.

SECTION 7.07 TENANT'S ASSURANCE OF CONSTRUCTION COMPLETION

Prior to commencement of construction of approved facilities TENANT shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to TENANT and COUNTY to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

- A. Completion Bond issued to COUNTY/JWA as obligee.
- B. Irrevocable letter of credit issued to COUNTY/JWA that will remain in effect until COUNTY acknowledges satisfactory completion of construction.

All bonds and letters of credit must be issued by a surety company, financial institution or advising bank qualified and admitted to do business in the State of California and issued in a form approved by the COUNTY. All bonds and letters of credit shall insure faithful and full observance and performance by TENANT of all terms, conditions, covenants and agreements relating to the construction of improvements within the Leased Premises. TENANT must comply with the Section entitled "Record Drawings and Construction Costs" to be eligible for return or refund of Completion Bond and/or its letter of credit.

It is not the intent of the contracting parties herein to create a third party beneficiary, and nothing in this Section shall be construed to do so.

SECTION 7.08 MECHANICS LIENS OR STOP-NOTICES

TENANT shall at all times indemnify and hold COUNTY harmless from all Mechanics Liens, Stop-Notices, claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Leased Premises undertaken by TENANT, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a mechanics lien or stop-notice is imposed upon the Leased Premises, TENANT shall either:

A. Record a valid Release of Lien, or

B. Procure and record a bond in accordance with Section 3143 of the CALIFORNIA CIVIL CODE, which frees the Leased Premises from the claim of the lien or stopnotice and from any action brought to foreclose the lien.

Should TENANT fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the Lease shall be in default and shall be subject to immediate termination.

SECTION 7.09 RECORD DRAWINGS AND CONSTRUCTION COSTS

Within sixty (60) days following completion of any improvement within the Leased Premises, TENANT shall furnish Airport Director a complete set of reproducible, two sets of prints of asbuilt plans ("Record Drawings") and a compact disc (CD-ROM) containing the Record Drawings in a form usable by COUNTY, to COUNTY's satisfaction, on COUNTY's computer aided mapping and design (CAD) software. Basic specifications for CAD-compatible plans are contained in Airport's reference document "John Wayne Airport, CAD Standards" which can be provided by Airport upon request.

In addition, TENANT shall furnish Airport Director an itemized statement of the actual, direct construction costs of such improvement. The construction costs may include actual, direct fees paid to contractors, architects, engineers, surveyors, laborers and suppliers, or permit fees required by governmental agencies to allow construction. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, bond premiums or developer fees. The statement of cost shall be sworn to and signed by TENANT or its responsible agent under penalty of perjury. TENANT must obtain Airport Director's approval of Record Drawings and the form and content of the itemized statement.

SECTION 7.10 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

TENANT shall be responsible for any damage caused by TENANT, or TENANT's equipment, employees, agents, visitors or suppliers, to common use areas of the Terminal or Airport facilities, including but not limited to runways, taxiways, access roads, navigational aids, apron areas and loading bridges. Should such damage require immediate repairs or replacement and TENANT is unable to respond immediately to complete said repairs or replacement, Airport Director may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by TENANT. Said cost shall include all labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of those items. Said cost shall be paid by TENANT within fifteen (15) days of receipt of an invoice for costs from Airport Director.

In the event of damage to or destruction of TENANT-owned or constructed buildings, facilities or improvements located within the Leased Premises or in the event TENANT-owned or constructed buildings, facilities, or improvements located within the Leased Premises are declared unsafe or unfit for use or occupancy by the COUNTY or any other public entity with jurisdiction to make and enforce such a declaration, TENANT shall, within thirty (30) days, commence and diligently pursue completion of the repair, replacement or reconstruction of improvements to the same size

and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Leased Premises for the purposes required by the Lease.

Repair, replacement, reconstruction, or construction of improvements within the Leased Premises shall be accomplished in a manner and according to plans approved by Airport Director. Except as otherwise provided herein, termination of this Lease shall not reduce or nullify TENANT's obligation under this paragraph. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, TENANT waives and releases its rights under CALIFORNIA CIVIL CODE Sections 1932(2) and 1933(4).

SECTION 7.11 AMERICANS WITH DISABILITIES ACT

TENANT shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 ("ADA") in connection with: (a) the Leased Premises or any portion thereof and its operations thereon, TENANT's furnishings, trade fixtures and equipment and the concession improvements; (b) removing physical barriers from the Concession Area; (c) providing auxiliary aids and services for use of the Concession Improvements and TENANT's furnishings, trade fixtures and equipment, where necessary or required; and (d) modifying its policies, practices and procedures to comply with the ADA. TENANT shall develop a work plan to correct or avoid any violations or non-compliance with the ADA. TENANT shall deliver to the COUNTY, upon COUNTY's request, a copy of each report and work plan. COUNTY's approval of or acceptance of any aspect of TENANT's activities under this Lease shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. TENANT agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all costs incurred by COUNTY with respect to TENANT's failure to comply with the ADA.

ARTICLE VIII

ASSIGNMENT

SECTION 8.01 ASSIGNING AND TRANSFERRING

The provisions of this Section are subject to, and subordinate to the limitations of Article V of this Lease entitled "USE, OPERATION, and MAINTENANCE AND CONDITION OF LEASED PREMISES".

A. <u>Transfers</u> TENANT shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of the TENANT in the Leased Premises without the prior written approval of the COUNTY. TENANT shall give COUNTY one hundred twenty (120) days prior written notice of all proposed Transfers. TENANT shall not make any such Transfers for a period longer than the remaining term of the Lease.

If COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of the Lease. All Transfer documents shall be consistent with the terms,

covenants, and conditions of the Lease, and in the event of any inconsistency, the provisions of this Lease shall govern. TENANT must submit all required COUNTY forms with backup documentation, and include payment of a \$3,000.00 administrative charge, for COUNTY to process such request.

If TENANT is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than TENANT of any stock or interest in said corporation, unincorporated association, or partnership in the aggregate amount of fifty-one percent (51%) or more.

The failure by TENANT to obtain the prior written approval by COUNTY of any Transfer of the Lease or any interest in the Leased Premises shall constitute a material breach of this Lease by, and shall not confer any rights upon the transferee. Such failure shall be grounds for termination of this Lease for default per Article IX, Section 9.02.

- B. <u>Conditions of COUNTY Approval</u> COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but COUNTY may withhold consent at its sole discretion if any of the following conditions exist:
 - 1) TENANT, its successors or assigns are in default of any term, covenant or condition of this Lease, whether notice of default has or has not been given by COUNTY.
 - 2) The prospective tenant, assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this Lease.
 - 3) The prospective tenant, assignee or transferee is not financially capable or not experienced in performing the obligations of this Lease, as determined by the Airport Director.
 - 4) The TENANT's or assignee's use is in conflict with the terms of this Lease.
 - 5) All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to Airport Director.
 - 6) Any construction required of TENANT as a condition of this Lease has not been completed to the satisfaction of COUNTY.
 - 7) TENANT has not provided Airport Director with a copy of all documents relating to the Transfer, including, but not limited to, appraisals, notes, trust deeds, title reports, escrow instructions, *etc*.
 - 8) TENANT attempts to hypothecate the rights granted by this Lease for an amount greater than the cost of new improvements to be constructed on the Leased

Premises. Hypothecation shall not be permitted for any reason other than to obtain Loan Proceeds necessary to construct new improvements on the Leased Premises.

- C. <u>Bankruptcy Transaction</u> If TENANT assumes this Lease and proposes to assign the same pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.
 - 1) The name and address of proposed assignee,
 - 2) All of the terms and conditions of such offer, and
 - 3) Adequate assurance to COUNTY of the proposed assignee's future performance under the Lease, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).

Any person or entity to which this Lease is assigned pursuant to the provisions of the UNITED States Bankruptcy Code, 11 U.S.C. §§101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.

SECTION 8.02 SUCCESSORS IN INTEREST

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto, all of whom shall be jointly and severally liable hereunder.

ARTICLE IX

TERMINATION AND DEFAULT

SECTION 9.01 TERMINATION OF PRIOR AGREEMENTS

It is mutually agreed that this Lease shall terminate and supersede any prior Leases or agreements between the parties hereto for the purpose of operating a food & beverage concession and all related activities of TENANT at the Airport.

SECTION 9.02 TERMINATION FOR DEFAULT

The COUNTY may terminate this Lease and all of its obligations hereunder, with or without prior notice to TENANT and may exercise all rights of entry for default and breach, if the TENANT fails to perform on any of its obligations under this Lease including but not limited to the following:

- A. Payment of Rents;
- B. A general assignment for the benefit of creditors and any Transfer without the prior written approval by the COUNTY;
- C. The issuance of any execution or attachment against TENANT at the Airport which is undischarged within sixty (60) days of levy or seizure or if the Leased Premises are occupied by someone other than TENANT;
- D. The voluntary vacation or abandonment by TENANT of the operation of a food & beverage concession at the Airport;
- E. The violation by TENANT of any of the terms of any insurance policy referred to in the Lease:
- F. If TENANT is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of TENANT's business;
- G. The unwarranted violation of any reasonable written directions of the Airport Director;
- H. The appointment of a receiver to take possession of all, or substantially all, the assets of TENANT located in the Leased Premises or of TENANT's rights in the Leased Premises;
- I. TENANT discontinues operations for thirty (30) days or more where applicable, and unless otherwise stated in this Lease, or by written notice, TENANT shall have fifteen (15) calendar days to cure any notice of default prior to termination of this Lease.

SECTION 9.03 CONDITION OF LEASED PREMISES UPON TERMINATION OR DEFAULT

Except as otherwise agreed to herein, upon termination or default of this Lease, TENANT shall redeliver possession of said Leased Premises to COUNTY in substantially the same condition that existed immediately prior to TENANT's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the Lease in this agreement shall include termination by reason of expiration.

SECTION 9.04 OWNERSHIP OF IMPROVEMENTS

All improvements constructed or placed within the Leased Premises by TENANT must, upon

completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require TENANT, at TENANT's sole cost and expense, to remove any or all improvements located within the Leased Premises at the expiration or termination hereof.

SECTION 9.05 DISPOSITION OF ABANDONED PERSONAL PROPERTY

If TENANT abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to TENANT and left on the Leased Premises Areas thirty (30) days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to TENANT or to any person claiming under TENANT, and shall have no need to account therefor. Personal property left on the Leased Premises after termination, expiration, or abandonment of the Lease shall not be construed as giving TENANT possession of the Leased Premises during the thirty (30) days after termination, expiration or abandonment of the Lease.

SECTION 9.06 QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION OR DEFAULT

Upon termination of this Lease for any reason, including, but not limited to, termination because of default by TENANT, TENANT shall execute, acknowledge, and deliver to COUNTY within thirty (30) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title and interest of TENANT in the Leased Premises is quitclaimed to COUNTY. Should TENANT fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of TENANT to execute, acknowledge and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all right of TENANT or those claiming under TENANT in and to the Leased Premises.

SECTION 9.07 COUNTY'S RIGHT TO RE-ENTER

TENANT agrees to yield and peaceably deliver possession of the Leased Premises to COUNTY on the date of termination or default of this Lease, whatsoever the reason for such termination or default.

Upon giving written notice of termination or default to TENANT, COUNTY shall have the right to re-enter and take possession of the Leased Premises on the date such termination or default becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination or default of the Lease and re-entry of the Leased Premises by COUNTY shall in no way alter or diminish any obligation of TENANT under the Lease terms and shall not constitute an acceptance or surrender.

TENANT waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Leased Premises for any lawful reason or in the event COUNTY re-enters and takes possession of the Leased Premises in a lawful manner.

Upon the expiration or early termination of this Lease, TENANT shall cooperate fully with the COUNTY and any successor to TENANT to ensure an effective and efficient transition of TENANT's operations within the Leased Premises to TENANT's successor. TENANT acknowledges its responsibility to help ensure continued operations within the Leased Premises in a first class manner during any transition to a successor. TENANT shall take no action that would impair the ability of any successor to commence and maintain such concession operations.

ARTICLE X

INSURANCE AND INDEMNITY

SECTION 10.01 INSURANCE

TENANT agrees to purchase all required insurance at TENANT's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this Lease.

TENANT agrees that TENANT shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by TENANT, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. TENANT also agrees that upon cancellation, termination, or expiration of TENANT's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Airport Director reinstates the Lease.

If TENANT fails to provide Airport Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, COUNTY and TENANT agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to TENANT, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and TENANT's employees and agents, from entering the Premises until such time as Airport Director is provided with adequate evidence of insurance required herein. TENANT further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

TENANT may occupy the Premises only upon providing to COUNTY the required insurance stated herein and maintain such insurance for the entire term of this Lease. COUNTY reserves the right to terminate this Lease at any time TENANT's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. TENANT shall pay COUNTY

a fee of \$300.00 for processing the reinstatement of the Lease. TENANT shall provide to COUNTY immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of TENANT pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for TENANT. TENANT shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the TENANT under this Lease. It is the obligation of the TENANT to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by TENANT through the entirety of this Lease and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of TENANT's current audited financial report. If TENANT's SIR is approved, TENANT, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

- In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from TENANT's, its agents, employee's or subcontractor's performance of this Agreement, TENANT shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) TENANT's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the TENANT's SIR provision shall be interpreted as though the TENANT was an insurer and the COUNTY was the insured.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the TENANT shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all contents and any TENANT improvements including Business Interruption/Loss of Rents with a 12 month limit.	100% of the Replacement Cost Value and no coinsurance provision.
Liquor Liability (As Applicable)	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state- As Required by Written Agreement.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the TENANT's insurance is primary and any insurance or self-insurance maintained by the COUNTY of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the COUNTY of Orange, its elected and appointed officials,

officers, agents and employees. Blanket coverage may also be provided which will state- As Required by Written Agreement.

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

The Commercial Property policy shall contain a Loss Payee endorsement naming the COUNTY of Orange as respects the COUNTY's financial interest when applicable.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director TENANT has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

COUNTY expressly retains the right to require TENANT to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by COUNTY of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify TENANT in writing of changes in the insurance requirements. If TENANT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to TENANT, and COUNTY shall be entitled to all legal remedies.

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

SECTION 10.02 INDEMNITY

To the fullest extent authorized by law, the TENANT shall indemnify, defend, and hold the COUNTY, its officers, and employees, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of the TENANT's operations at John Wayne Airport, including the cost of defense arising therefrom. The TENANT's indemnity obligations stated herein also apply to those actions arising from and which involve the TENANT's officers, agents, subcontractors, and employees. The TENANT's indemnity obligations shall not apply in the event of any loss, damage, or expense arising from the sole or active negligence and/or willful misconduct of the COUNTY or of the COUNTY's officers, employees, agents, servants, or independent contractors.

In the event the indemnitees described herein are named as defendants or respondents in any lawsuit or administrative proceeding, the TENANT shall, at the request of the COUNTY, represent the indemnitee with qualified counsel that the COUNTY determines is acceptable. In the event that a monetary judgment is awarded against the COUNTY and the TENANT because of the concurrent negligence of the COUNTY and the TENANT or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Both the COUNTY and the TENANT agree that neither party shall request a jury apportionment.

Nothing stated in this Lease and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Lease. The rights and obligations set forth in this paragraph shall survive the termination of this Lease.

ARTICLE XI

FEDERAL GRANT ASSURANCES AND REQUIREMENTS

SECTION 11.01 NONDISCRIMINATION

- A. TENANT, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - 1) No person on the grounds of race, creed, color, sex, national origin, sex, age, or disability shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises. TENANT will comply with all federal, state, and local laws relating to nondiscrimination.
 - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations (C.F.R.) Part 23 TENANT agrees that it will not discriminate against any Airport Concession Disadvantaged Business Enterprise (ACDBE) in connection with the award or performance of any agreement covered by 49 C.F.R. Part 23.
 - 3) In the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
 - TENANT shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R. Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the CIVIL RIGHTS ACT OF 1964, and as said Regulations may be amended.

- In the event facilities are constructed, maintained or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, TENANT shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the CIVIL RIGHTS ACT OF 1964, and as said Regulations may be amended.
- B. In the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CODE OF FEDERAL REGULATIONS, Part 21, are followed and completed, including expiration of appeal rights.
- C. TENANT shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
- D. Noncompliance with paragraph C. above shall constitute a material breach thereof and in the event of such noncompliance COUNTY shall have the right to terminate this Lease and the estate hereby created without liability therefor; or at the election of COUNTY or the United States either or both said Governments shall have the right to judicially enforce paragraphs A., B., and C.
- E. TENANT agrees that it shall insert the above four paragraphs in any Lease, agreement (contract, *etc.*) by which said TENANT grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public in the Leased Premises.

SECTION 11.02 DEVELOPMENT/MAINTENANCE OF AIRPORT

COUNTY reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of TENANT, and without interference or hindrance.

COUNTY reserves the right, but shall not be obligated to TENANT, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of TENANT in this regard.

SECTION 11.03 LEASE SUBORDINATE TO AGREEMENT WITH U.S.A.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States or any lawful requirement of the United States relative to the development, operation or maintenance of the Airport.

SECTION 11.04 USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS

TENANT agrees that TENANT's use of the Leased Premises, including all construction thereon, shall conform to applicable Federal Aviation Regulations. TENANT shall also obey all local, State and federal rules, regulations and laws, including compliance with Transportation Security Administration and Airport security rules and regulations.

TENANT agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or such other regulation replacing Part 77 as may be adopted by Federal authority) prior to the construction of the improvements described herein and prior to the construction of any future structure or building upon the Leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

SECTION 11.05 NONEXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of §308a of the FEDERAL AVIATION ACT OF 1958 (49 U.S.C. §1349).

SECTION 11.06 RESERVATION OF AVIGATION EASEMENT

COUNTY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport.

SECTION 11.07 HEIGHT LIMITATION OF STRUCTURES

TENANT by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises hereunder (if any) which would penetrate the imaginary surfaces as defined in Part 77 of the FEDERAL AVIATION REGULATIONS (as same may be amended from time to time or as such regulation replacing Part 77 may be adopted by Federal authority) or such other lesser altitude as may be required by COUNTY. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the Leased Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of TENANT. TENANT shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

SECTION 11.08 NON-INTERFERENCE WITH AIRCRAFT

TENANT by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off

of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the Leased Premises and hereby cause the abatement of such interference at the expense of TENANT.

SECTION 11.09 WAR OR NATIONAL EMERGENCY

This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

SECTION 11.10 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

TENANT understands and acknowledges the following:

This Lease is subject to the requirements of the U.S. Department of Transportation's regulations at 49 CFR Part 23. TENANT agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement covered by 49 CFR Part 23. TENANT agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include such statements in further agreements.

TENANT shall provide a monthly report of ACDBE participation, if any, reported as a dollar amount and as a percent of total contract gross receipts. If no ACDBE participation is achieved during the month, TENANT shall provide a report so stating. In addition, TENANT shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

ARTICLE XII

MISCELLANEOUS PROVISIONS

SECTION 12.01 TIME

Time is of the essence in this Lease.

SECTION 12.02 LEASE ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this Lease into separate Sections and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

SECTION 12.03 AMENDMENTS

This Lease sets forth all of the agreements and understandings of the parties with regard to its subject matter and any modification must be written and properly executed by both parties.

SECTION 12.04 SIGNS

TENANT agrees not to construct, maintain or allow any sign upon the Leased Premises except as approved by Airport Director. TENANT will comply with the JWA TENANT Design Guidelines and JWA Construction Manual. Unapproved signs, banners, flags, etc., may be removed by Airport Director without prior notice to TENANT.

SECTION 12.05 PERMITS AND LICENSES

TENANT shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Leased Premises as set out herein. No permit approval or consent given hereunder by COUNTY in its governmental capacity shall affect or limit TENANT's obligations hereunder, nor shall any approvals or consents given by COUNTY as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

SECTION 12.06 CONTROL OF HOURS AND PROCEDURES

TENANT shall at all times maintain the JWA provided hours of operation.

- A. <u>Hours of Operation</u> In each location and on each day, TENANT shall operate during those hours as designated by the Airport Director. Airport Director, at his/her own discretion, may provide approved hours of operation for certain holidays or events; TENANT must comply with these hours.
- B. <u>Airport Director May Alter Hours</u> Airport Director may, upon notice to TENANT, require earlier opening times or later closing any location. TENANT shall comply with said hours. In the event of an emergency, the Airport Director may require concession to support emergency operations. Airport Director may, from time to time, authorize a later opening or earlier closing time for any location, provided he first finds that TENANT has submitted adequate justification.

SECTION 12.07 RESERVED

SECTION 12.08 TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment or other property installed or constructed thereon, shall be the full

responsibility of TENANT, and TENANT shall cause said taxes and assessments to be paid promptly.

SECTION 12.9 CIRCUMSTANCES WHICH EXCUSE PERFORMANCE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse TENANT from the prompt payment of any rents or other charge required of TENANT except as may be expressly provided elsewhere in this Lease.

SECTION 12.10 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 12.11 WAIVER OF RIGHTS

The failure of COUNTY or TENANT to insist upon strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any right or remedy that COUNTY or TENANT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the Lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this Lease. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

SECTION 12.12 RESERVATIONS TO COUNTY

The Leased Premises are accepted as is and where is by TENANT subject to any and all existing easements and encumbrances. COUNTY reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Leased Premises or any part thereof; and to enter the Leased Premises for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. No right reserved by COUNTY in this Section shall be so exercised as to interfere unreasonably with TENANT's operations hereunder or to impair the security of any secured creditor of TENANT.

COUNTY agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the

exercise of these rights temporarily interfere with the use of any or all of the Leased Premises by TENANT, TENANT shall only be entitled to a reduction in the rents payable to COUNTY during the period of interference, which shall be reduced in proportion to the interference with TENANT's use of the Leased Premises. TENANT shall not be entitled to any other form of compensation.

SECTION 12.13 AUTHORITY OF TENANT

If TENANT is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.

SECTION 12.14 PUBLIC RECORDS

TENANT understands that written information submitted to and/or obtained by COUNTY from TENANT related to this Lease and/or the Leased Premises, either pursuant to this Lease or otherwise, may be open to inspection by the public pursuant to the California Records Act (GOVERNMENT CODE §§6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public.

SECTION 12.15 RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of lessor and TENANT, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of TENANT in the conduct of TENANT's business or otherwise, or a joint venture with TENANT; and the provisions of this Lease and the agreements relating to rents payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This Lease is intended for the sole benefit of the parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

SECTION 12.16 GOVERNING LAW AND VENUE

This Lease has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 12.17 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

SECTION 12.18 NOTICES

All notices pursuant to this Lease shall be addressed to either party as set forth below and shall be sent through the United States Mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid or by an overnight carrier service. If any notice is sent by an overnight carrier service, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above COUNTY may also provide notices to TENANT by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively.

TO: COUNTY

TO: TENANT

John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

(SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties have execuritten.	cuted this Lease the day and year first above
TENA	ANT:
Ву: _	
Ву: _	
APPROVED AS TO FORM:	
County Counsel	
By:	
APPROVED AS TO AUDIT AND ACCOUNTIN	G:
Auditor-Controller	
By:	
RECOMMENDED FOR APPROVAL:	
John Wayne Airport	
By:	
Barry A. Rondinella Airport Director	
Signed and certified that a copy of this document has been delivered to the Chair Of the Board per G.C. Sec. 25103, Reso 79-1535 Attest:	
1 MOOL	<u>COUNTY</u>
	COUNTY OF ORANGE
	By: Chairwoman, Board of Supervisors

Clerk of the Board of Supervisors Orange County, California

EXHIBIT A

LEASED PREMISES DESCRIPTION

Parcel Number: PM 1121-0350-

Project Name: John Wayne Airport

The Leased Premises referred to in this Lease shall mean all the premises shown on floor plans shown on Exhibit B which exhibit is attached hereto and by reference made a part hereof.

Leased Premises are those certain areas designated as concession locations as set forth below in the Leased Premises Summary Table below. The Leased Premises are located on the arrival and departure levels, and is situated within the John Wayne Airport, Thomas F. Riley Terminal Building at 18601 Airport Way, in the City of Santa Ana, County of Orange, State of California, and located on Lots 132 and 135 of Block 7 of the Irvine Subdivision, per map recorded in Book A, Page 88 of Miscellaneous Maps in the Office of the County Recorder of Orange County, together with the right of ingress and egress thereto.

EXHIBIT B MAP OF LEASED PREMISES LOCATIONS

EXHIBIT B

MAP OF LEASED PREMISES LOCATIONS (CONT.)

EXHIBIT C

CASUAL DINING & BAR USE (PERMITTED USE) (APPLICABLE ONLY TO CASUAL DINING & BAR PROPOSERS)

Casual Dining Restaurant/Bar:

These are locations with table service and a separate bar area. All locations should offer front window seating with a view of the airfield. JWA prefers restaurant concepts that focus on specific themes – such as a regional specialty cuisine or celebrity chef inspired – that is unique or presents a strong local or regional brand.

Examples of cuisines or themes include, but are not limited to:

- American
 - Asian
 - Italian
- Latin American
- Mediterranean

Food must be made-to-order.

Overall sales for alcohol should not exceed 40%.

Restaurants must offer a menu that covers breakfast, lunch, and dinner and are consistent with the proposed concept theme or brand. Drip coffee will be allowed. In addition, a separate bar area should be designated and offer a full variety of alcoholic beverages, including cocktails, beer, and wine. Exposition cooking and open design are strongly encouraged.

Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go.

Operator is required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations and delivery system.

It is important to note that proposed concepts must not duplicate any existing concepts already offered in the terminals.

The following items are not permitted:

- Specialty Coffee and Specialty Tea Beverages
 - Pre-packaged snack items
- Tobacco, e-cigarettes, cannabis products, and/or vaping products

EXHIBIT C

QUICKSERVE RESTAURANT (PERMITTED USE) (APPLICABLE ONLY TO QUICKSERVE RESTARUANT PROPOSERS)

Quick Serve Restaurant (QSR):

The offered location is intended for the sale of made-to-order food and non-alcoholic beverages in a counter-service setting. JWA prefers the quick service concept to be a recognized local or regional brand.

The menu should focus on one specific cuisine or offer a variety of freshly prepared items that covers breakfast, lunch, and dinner. The QSR must offer premium quality products, fulfilled/provided quickly, efficiently and in durable environmentally conscious packaging.

Examples of cuisines or themes include, but are not limited to:

- American
 - Asian
 - Italian
- Latin American
- Mediterranean
 - Mexican

It is important to note that proposed concepts should not duplicate any existing concepts already offered in the terminal.

Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go.

Operator is required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations and delivery system.

A maximum of 10% of retail space can be used to sell their branded non-food items.

Seating will be permitted contingent upon proposed design. If approved design allows for a controlled seating area within the lease premises; operator will have the ability to sell beer and wine.

The following items are not permitted:

- Specialty Coffee and Specialty Tea Beverages
 - Pre-packaged snack items
- Tobacco, e-cigarettes, cannabis products, and/or vaping products

EXHIBIT C

WINE BAR (PERMITTED USE) (APPLICABLE ONLY TO WINE BAR PROPOSERS)

Wine Bar:

Wine bar concept must include a made to order menu.

This location with table service and a separate bar area. The location should offer seating with a view of the airfield.

Food must include a made-to-order menu that focuses on specific themes – such as a regional specialty cuisine that is chef inspired – that is unique or presents a strong local or regional brand.

Overall sales for alcohol consumption on site should not exceed 40%. Bottle sales are not included in this percentage.

Restaurants must offer a menu that covers breakfast, lunch, and dinner and are consistent with the proposed concept theme or brand. Drip coffee will be allowed. In addition, a separate bar area should be designated and offer a full variety of local, regional and national wines. Exposition cooking and open design are strongly encouraged.

Grab-and-go counters should be incorporated in the restaurant design so that guests are able to purchase freshly prepared foods and non-alcoholic beverages to go.

Operator is required to comply with JWA interactive wayfinding signage with menus including calorie count, ordering, reservations, designated pickup locations and delivery system.

It is important to note that proposed concepts must not duplicate any existing concepts already offered in the terminals.

The following items are not permitted:
• Specialty Coffee and Specialty Tea Beverages

• Pre-packaged snack items

• Tobacco, e-cigarettes, cannabis products, and/or vaping products

EXHIBIT D

CONCESSION IMPROVEMENT PLAN (TO BE PROPOSED)

EXHIBIT E

${\bf MERCHANDISE\ AND\ PRICING\ (TO\ BE\ PROPOSED)}$

EXHIBIT F

REQUIREMENTS FOR CAD COMPATIBLE PLANS

A complete set of as-built drawing files or Report's Exhibits and Figures will be required by the County of Orange, John Wayne Airport CAD Division. The CAD Division will only accept CAD files which are completed in the following manner:

- 1. All architectural, engineering, and construction CAD drawing files will be done using MicroStation, or newer and/or Microstation-based design and drafting package.
- 2. All geographic data, spatial analysis, GIS maps, exhibits, and figures will be done using Intergraph GeoMedia or ISRI Arc View or Bentley MicroStation Geographics.
- 3. All CAD files must conform to John Wayne Airport CAD Specifications.

Hardcopy requirements for the CAD Division are:

- 1. One complete set of full size and on 18" by 24" size set of as-built drawings.
- 2. One complete set of Reports.

EXHIBIT G PERCENTAGE RENT CASUAL DINING/BAR

Casual Dining Tiered Rent by Gross Revenue		
\$ -	\$ 1,000,000.00	12%
\$ 1,000,000.01	\$ 2,000,000.00	14%
\$ 2,000,000.01		16%

EXHIBIT G PERCENTAGE RENT QUICKSERVICE RESTAURANT

Quick Serve Tiered Rent by Gross Revenue		
\$ -	\$500,000.00	12%
\$500,000.01	\$750,000.00	14%
\$750,000.01		16%

EXHIBIT G PERCENTAGE RENT WINE BAR

Wine Bar Tiered Rent by Gross Revenue		
\$ -	\$ 1,000,000.00	12%
\$ 1,000,000.01	\$ 2,000,000.00	14%
\$ 2,000,000.01		16%



SPECIALTY RETAIL CONCESSION LEASE

Dated _____

Between

County of Orange

and

Specialty Retail Concession

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EXHIBIT C	SPECIALTY RETAIL PERMITTED USES
EXHIBIT D	CONCESSION IMPROVEMENT PLAN (TO BE PROPOSED)
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EXHIBIT F	REQUIREMENTS FOR CAD COMPATIBLE PLANS
EXHIBIT G	PERCENTAGE RENT

THIS SPECIALTY RETAIL LEA	ASE ("Lease") is made	e and entered into this .	day of
, 20, by and between	een the County of Orang	ge, a political subdivision	of the State
of California ("COUNTY"), and		("TENANT").

RECITALS

WHEREAS, COUNTY, through its Board of Supervisors, is the owner and proprietor of John Wayne Airport ("JWA" or "the Airport"), located in the County of Orange, California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, COUNTY issued a Request for Proposals for Food and Beverage and Retail Concessions, and as a result of the proposal process, TENANT was selected as the concessionaire to provide this concession in the Airport; and

WHEREAS, COUNTY and TENANT mutually desire to enter into this Lease in order to provide a specialty retail concession to the passengers at the Airport; and

WHEREAS, COUNTY has the right to grant the use of the Airport to TENANT for the operation of TENANT's concession services as provided by this Lease; and

WHEREAS, TENANT acknowledges that this Lease is being entered into under the provisions of California Public Utilities Code § 21690.5, et seq., and in particular, § 21690.9.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained to be observed and performed by the respective parties hereto,

THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I

DEFINITIONS

The following words, terms and phrases whenever used in this Lease shall have the meaning and significance attached to them in this Article, unless otherwise apparent from context.

SECTION 1.01 AIRPORT

"Airport" shall mean the John Wayne Airport, Orange County, California.

SECTION 1.02 AIRPORT DIRECTOR

"Airport Director" shall mean the Director of John Wayne Airport, or his or her designee.

SECTION 1.03 AUDITOR-CONTROLLER

"Auditor-Controller" shall mean the Auditor-Controller, County of Orange, or his or her designee.

SECTION 1.04 BOARD OF SUPERVISORS

"Board of Supervisors" shall mean the governing body of the County of Orange.

SECTION 1.05 CONCESSION SUPPORT SPACE

"Concession Support Space" may be offered to TENANT to support its concession operations, and may be used as office space and/or storage space.

SECTION 1.06 COUNTY

"COUNTY" shall mean the County of Orange, a political subdivision of the State of California.

SECTION 1.07 DOT

"DOT" shall mean the Department of Transportation.

SECTION 1.08 ENVIRONMENTAL LAWS

"Environmental Laws" shall mean any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, at, under or about the Airport, and includes, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (ii) Clean Water Act, 33 U.S.C. § 1251 et seq.; (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act Of 1986 ("CERCLA"), 42 U.S.C. § 9601 et seq.; (iv) 49 C.F.R. Subchapter C (Transportation of Hazardous Materials); (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. § 6901 et seq.; (vi) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; (vii) the Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.; (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"); (ix) California Health and Safety Code §§25100, 25395.7, 25915 et seq.; (x) the Porter-Cologne Water Quality Control Act (California Water Code); (xi) California Civil Code § 3479 et seq.; (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37; (xiii) the Carpenter-Presley-Tanner Hazardous Substances Account Act; (xiv) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (xv) the Safe Drinking Water Act, 24 U.S.C. § 300f, et seq.; and (xvi) all other federal, State, and local laws, rules, orders, directives, and codes, regulations, judgments, and orders relating to (a) emissions, discharges, releases, and/or threatened releases of Hazardous Materials into the environment (including, but not limited to, ambient air, surface water, groundwater, land surface,

or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials, as such laws are amended, and the regulations and administrative codes applicable thereto.

SECTION 1.09 EXISTING CONCESSION LOCATIONS

"Existing Concession Locations" shall mean concession locations currently located in the Terminal pursuant to an existing lease.

SECTION 1.10 FAA

"FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency as may from time to time have similar jurisdiction over TENANT or its business, and the Airport.

SECTION 1.11 HAZARDOUS MATERIALS

"Hazardous Materials" shall mean any Pollutant, contaminant, chemical, compound, substance, hazardous or toxic substance, material, waste, and/or any other matter, which is or shall become regulated by any governmental entity, including, but not limited to COUNTY acting in its governmental capacity, the State of California, and/or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is: (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution, nuisance, and/or is controlled or governed under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

SECTION 1.12 LEASED PREMISES

"Leased Premises" shall mean the areas of the Terminal which COUNTY has granted TENANT the right to use on an exclusive use basis. TENANT's Leased Premises is described in Exhibit A and shown on Exhibit B.

SECTION 1.13 MINIMUM ANNUAL GUARANTEE

Annual Guaranteed Rent from TENANT to COUNTY ("MAG").

SECTION 1.14 NOTICE TO PROCEED

"Notice to Proceed" shall mean written notice provided by COUNTY to TENANT providing approval to commence construction of TENANT's improvements.

SECTION 1.15 NOTICE TO TAKE POSSESSION

"Notice to Take Possession" shall mean written notice provided by COUNTY to TENANT that the Leased Premises are available for occupancy.

SECTION 1.16 NON STORM WATER DISCHARGE

"Non Storm Water Discharge" shall mean any discharge to storm sewer systems that is not entirely composed of storm water. "Non Storm Water Discharge" includes "Unauthorized Non Storm Water Discharges" and "Authorized Non Storm Water Discharges" as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Discharges of Storm Water Associated with Industrial Activities and Construction Activities.

SECTION 1.17 NPDES PERMIT

"National Pollutant Discharge Elimination System (NPDES) Permit" means the currently applicable discharge permit(s) issued by the Regional Water Quality Control Board, Santa Ana Region, which establish waste discharge requirements applicable to storm runoff within the County and Airport.

SECTION 1.18 POLLUTANT

"Pollutant" means any chemical, compound, substance, liquid, solid or semi-solid substances, or combination thereof, including but not limited to:

- a. Artificial materials (such as floatable plastics, wood products or metal shavings);
- b. Household waste (such as trash, paper, and plastics; cleaning chemicals, yard wastes, animal fecal materials, used oil and fluids from vehicles, lawn mowers and other common household equipment);
- c. Metals and nonmetals, including compounds of metals and nonmetals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, cyanide, phosphorus and arsenic) with characteristics which cause an adverse effect on living organisms;
- d. Petroleum and related hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease.);
- e. Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor;
- f. Materials causing an increase in biochemical oxygen demand, chemical oxygen demand or total organic carbon;
- g. Materials which contain base/neutral or acid extractable organic compounds;
- h. Those pollutants defined in Section 1362(6) of the Federal Clean Water Act; and
- i. Any other constituent or material, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus, or enterococcus, or eroded soils, sediment

- and particulate materials, in quantities that will interfere with or adversely affect the beneficial use of the receiving waters, flora or fauna of the State; and
- j. Any substance listed under Health and Safety Code, §25316.

SECTION 1.19 RENT COMMENCEMENT DATE

The Rent Commencement Date shall be the earlier of: (a) the Date of Beneficial Occupancy; or (b) ninety (90) days after the date on which the Airport issued a Notice to Proceed to TENANT. The Date of Beneficial Occupancy or "DBO" shall mean the date upon which TENANT completes Initial Improvements and opens for business in any portion of the Leased Premises.

SECTION 1.20 STORM WATER

"Storm Water" shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

SECTION 1.21 STORM WATER DRAINAGE SYSTEM

"Storm Water Drainage System" means street gutter, channel, storm drain, constructed drain, lined diversion structure, wash area, inlet, outlet or other facility, which is a part of a tributary to the county-wide storm water runoff system and owned, operated, maintained or controlled by the county of Orange, the Orange County Flood Control District or any co-permittee city, and used for the purpose of collecting, storing, transporting, or disposing of storm water. The Airport storm drain system shall mean any gutter, channel, storm drain, constructed drain, wash area, inlet or outlet or other facility that flows into, onto, through or out of the Airport property.

SECTION 1.22 TENANT CONSTRUCTION MANUAL

The Tenant Construction Manual sets forth construction design standards for John Wayne Airport tenants, their consultants and contractors for completing tenant improvements at John Wayne Airport. The requirements contained therein are in addition to other requirements contained in the Lease between the COUNTY and TENANT.

SECTION 1.23 TENANT DESIGN GUIDELINES

The "Tenant Design Guidelines" define the multi-step process for design and construction of TENANT projects at the Airport, and may contain requirements applicable to TENANT beyond those provided by this Lease.

SECTION 1.24 TERMINAL

"Terminal" means the Thomas F. Riley commercial passenger terminal at John Wayne Airport.

SECTION 1.25 TSA

"TSA" shall mean the Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for regulation of airport security, or any such successor agency.

SECTION 1.26 WAYFINDING

"Wayfinding" shall refer to John Wayne Airport's information system that assists passengers in navigating the Terminal and accessing services through digital solutions.

ARTICLE II

TERM OF LEASE

SECTION 2.01 TERM OF LEASE

This Lease shall be effective upon the signing of the Lease by the COUNTY, the "Effective Date." The term of this Lease shall be seven (7) years from the Rent Commencement Date.

SECTION 2.02 HOLDING OVER

In the event TENANT shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered an extension or renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

SECTION 2.03 TERMINATION FOR CONVENIENCE

This Lease may be terminated for convenience by COUNTY for any reason, and without cause, upon sixty days (60) written notice.

ARTICLE III

LEASED PREMISES

SECTION 3.01 LEASED PREMISES

COUNTY grants to TENANT the right to use that certain property hereinafter referred to as "Leased Premises", described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof. TENANT accepts the Leased Premises in an "as is, where is, and with all faults" and conditions and acknowledges that such Leased Premises are in good and satisfactory condition for the use intended. Said Leased Premises include the Existing

Concession Locations, which are to be demolished, remodeled or relocated as provided herein. TENANT must demolish existing location.

SECTION 3.02 DELIVERY OF EXISTING CONCESSION LOCATIONS

COUNTY's obligation to deliver the Existing Concession Locations, to TENANT is subject to and conditioned upon termination of the Lease with, and surrender of the Leased Premises by, the current concessionaire. Except as otherwise set forth herein, TENANT's failure to accept possession of the Leased Premises within fourteen (14) days from COUNTY's written Notice to Take Possession to TENANT, pursuant to the terms of this Lease, shall be an event of default pursuant to Section 9.02 of this Lease. TENANT accepts the Leased Premises in an "as is, where is, and with all faults" and conditions and acknowledges that such Leased Premises are in good and satisfactory condition for the use intended.

SECTION 3.03 ASSIGNING OF INTERIM LEASED PREMISES

COUNTY may grant to TENANT the right to use various individual locations, to be mutually agreed upon, as might become available from time to time as interim leased premises. Interim leased premised are subject to the same rent as defined in Section 4.01. All provisions of this Lease shall apply to the operation of the interim leased premises. TENANT shall be permitted to operate such interim leased premises only for the specified permitted use and the specific time period granted by the COUNTY. The intent of allowing TENANT the use of the interim leased premises is to allow TENANT the opportunity to operate permitted business activities, provide increased customer service levels and to generate revenue to the COUNTY. TENANT shall relinquish the interim leased premises to the COUNTY upon request.

SECTION 3.04 NATURE OF LEASE

TENANT acknowledges and agrees:

- A. That COUNTY is granting to TENANT a leasehold interest in the Leased Premises only.
- B. That COUNTY retains a fee ownership for federal income tax purposes in and to the Leased Premises, as well as all other ownership burdens and benefits connected with such fee ownership.
- C. That TENANT has not been granted any direct or indirect right or option to purchase the Leased Premises from COUNTY at any time during or after the termination of this Lease.

SECTION 3.05 INSTALLATION OR STORAGE OF EQUIPMENT OUTSIDE THE LEASED PREMISES

TENANT shall not install or store equipment of any kind outside the Leased Premises unless authorized in writing by the Airport Director prior to installation. COUNTY may make available to TENANT space requested by TENANT in support of its concession operations "Concession

Support Space." Such concession support areas will be approved by the Airport Director in writing. TENANT agrees to pay COUNTY the terminal rental rate based on the latest schedule established by the COUNTY's approved rates and charges, and as amended from time to time as part of the approved Airline Rates and Charges. Upon thirty (30) days' written notice from the Airport Director, COUNTY may modify the fees described in this section. TENANT understands the COUNTY must receive fair and equitable fees for all uses of Airport and to ensure Airport is operated at no cost to the local taxpayer. With regard to any dispute as to what may constitute reasonable fees, TENANT shall first exhaust all remedies provided by applicable federal law and FAA regulations.

ARTICLE IV

RENT

SECTION 4.01 RENT

TENANT agrees to pay the following rent, payable monthly in arrears, on or before the fifteenth day of each month:

- A. <u>Annual Rent Payments</u> TENANT shall pay to COUNTY, for each annual period either the Minimum Annual Guarantee ("MAG") or percentage rent, whichever is greater:
 - 1) The Minimum Annual Guarantee for the Leased Premises at the Airport shall be in accordance with the following schedule:

\$100 x Square Feet = Minimum Annual Guarantee

Divided by 12 Months = Minimum Monthly Rent

Annual Period	Minimum Annual Guarantee
Rent Commencement Date	
to	\$
Each succeeding year	as adjusted in accordance with "REVISION OF RENTS"
On, and on each thereafter, the minimum annual rent shall be provisions of the Section in this Lease entitled "	adjusted in accordance with the

Should this Lease be terminated during an annual period, or should the first annual period be other than a full calendar year, the applicable Minimum Annual Guarantee shall be prorated on the basis of a three hundred sixty (360) day year.

2) <u>Percentage Rent</u>. Percentage Rent shall be calculated using the percentage of gross receipts from sales conducted on or from the Leased Premises. Percentage rent shall be calculated using the percentage of gross receipts attached hereto and entitled Exhibit G.

Any Rent not paid when due shall be subject to a service charge as defined in Section 4.05

- B. <u>Payment of Rent</u> Rent payments shall be made in accordance with the provisions of the section in this Lease entitled "PAYMENT PROCEDURE".
- C. <u>Tenant Infrastructure Fee</u> TENANT shall pay to the COUNTY an Infrastructure Fee, payable monthly in arrears on or before the fifteenth day of each month. This charge covers the amortized cost of utility infrastructure improvements that the Airport provides to each concession lease location. This rate is eight dollars (\$8.00) per year per square foot, payable in monthly pro rata installments throughout the term of the Lease. The fee is due upon Rent Commencement Date and is additional rent.

SECTION 4.02 REVISION OF RENT

On ______, ____, and annually thereafter, the MAG rent shall be automatically adjusted to the greater of the following:

- A. Eighty-five percent (85%) of the annual rent paid by TENANT to COUNTY for the preceding annual period, or
- B. The MAG adjusted in proportion to changes in the Consumer Price Index for Los Angeles Anaheim Riverside (All Urban Consumers All Items) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. This adjustment shall be calculated by means of the following formula:

$$X =$$
 $\qquad \qquad \underline{A} \qquad MAG \text{ as determined in A above.}$

- X = Adjusted minimum annual rent
- A = Monthly index for the fourth month prior to the month in which each rent adjustment is to become effective.
- B = Monthly index for the month in which this Lease is signed by COUNTY

In the event that the CPI ceases to use 1982-84 = 100 as the basis of calculation, or if, in COUNTY's sole judgment, a substantial change is made in the method used by the federal

government to determine the CPI or the items used to calculate the CPI, then the CPI shall be converted to the figure that would have been calculated at (or as close to such figure as shall be practical) had the manner of calculating the CPI in effect at the date of this Lease not been altered.

In the event that the Consumer Price Index is not issued or published for the period for which such minimum annual fee is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government selected by COUNTY shall be used and if none is so published, then another index generally recognized as authoritative shall be substituted by COUNTY.

Notwithstanding the foregoing, in no event shall the minimum rent be reduced by reason of any such adjustment.

SECTION 4.03 DEFINITION OF GROSS RECEIPTS

As used in this section, the term "TENANT" shall include TENANT, its agents, sub-lessees, concessionaires, licensees, or any person acting under contract with TENANT. The term "Gross Receipts" shall include any and all charges invoiced or collected by TENANT monetary or non-monetary consideration received by TENANT, resulting from any and all services provided by TENANT or items sold, leased or rented by TENANT at, on, or about the Airport, unless expressly excluded, including but not limited to the following:

- A. The sale price of all goods, wares, merchandise, and products sold on or from the Leased Premises by TENANT, whether for cash or credit, whether payment is actually made or not, whether delivery of the items sold is made from the Leased Premises, and whether title to such items is transferred;
- B. The charges made by TENANT for the sale or rendition on or from the Leased Premises of services of any nature or kind whatsoever, whether for cash or credit, whether payment is actually made or not, and whether the services are actually performed or not;
- C. All sums deposited in any vending machine or other device maintained on the Leased Premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by TENANT or others and regardless of what percentage thereof TENANT is entitled to receive:
- D. All rent and other fees of any nature or kind charged by TENANT (including but not limited to deposits accepted by TENANT);
- E. The fair rental value of facilities on the Leased Premises used by subtenants or others;

F. The value of all consideration received by TENANT or its employees including, without limitation, non-monetary consideration for the items sold, leased, rented or services rendered.

Under Section 5.01 in this Lease entitled "USE", TENANT may be granted the option to provide certain additional services and uses subject to further approval. The term "gross receipts" as it applies to these business operations shall be determined by COUNTY's Auditor-Controller and Airport Director, as well as the appropriate rent and percentage, at the time approval is granted.

Gross receipts shall exclude all sales and excise taxes, as defined by federal, state, county, or municipal governments tax codes, and that are paid by TENANT to as a direct result of operations under this Lease. Refunds for goods returned and deposits shall be deducted from current gross receipts upon return. Bad debt losses shall not be deducted from gross receipts.

Discounts, including but not limited to allowances, deductions, brand discounts, brand rewards discounts, brand loyalty program discounts, promotional program discounts, customer service resolution discounts, rebates, kickbacks, hidden credits, or any other reductions shall not be deducted from gross receipts with exception of employee discounts set forth below.

Employee discounts from the public sales price may be allowed to Airport-issued badged employees and/or TENANT's employees provided Airport Director is first provided with the TENANT's discount policy, and Airport Director approves the discount policy and that the discount is reflected on sales records. The sales records shall clearly state the public sales price, employee identification number or badge number the amount of discount, and the discounted sales price.

SECTION 4.04 PAYMENT PROCEDURE

- A. Gross Receipts Report On or before the fifteenth day of each month (the "due date") TENANT shall deliver to Auditor-Controller a correct statement of all applicable gross receipts for that portion of the annual period which ends with and includes the last day of the preceding calendar month. The statement shall be signed by TENANT or TENANT's responsible agent in a form prescribed by Auditor-Controller. Each statement shall indicate:
 - 1) One twelfth of the Minimum Annual Guarantee rent payment (MAG);
 - 2) The total gross receipts for said portion of the annual period, itemized as to each of the business categories for which a separate percentage rent is established. A breakdown of the gross receipts of each business conducted on the Leased Premises must be attached to each statement where a reported business category is comprised of more than one business operation;
 - 3) The related itemized amounts of percentage rent computed as herein provided and the total thereof;

- 4) The total rent previously paid by TENANT for the annual period within which the preceding month falls; and
- 5) The rent due for the preceding month.

Concurrently with the rendering of each monthly statement, TENANT shall pay to COUNTY the greater of the following two amounts:

- a) The total percentage rent computed for that portion of the annual period ending with and including the last day of the preceding month [Item 3, above] less total rents previously paid for the annual period [Item 4, above], or
- b) One twelfth of the annual minimum rent, multiplied by the number of months from the beginning of the annual period to and including the preceding month, less total rents previously paid for the annual period [Item 4, above].
- B. Place of Payment and Filing Payments and statements required by the Sections in this Lease entitled "RENTS" and shall be sent electronically or delivered to the County of Orange, Office of the Auditor-Controller, John Wayne Airport Accounting Services, 3160 Airway Avenue, Costa Mesa, California 92626. The designated place of payment and filing may be changed at any time by COUNTY upon ten (10) days' written notice to TENANT. Payments may be made by check payable to the County of Orange. TENANT assumes all risk of loss if payments are made by mail.
- C. Form of Payment All sums due under this Lease shall be paid in lawful money of the United States of America without offset or deduction or prior notice or demand. No payment by TENANT or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of the amount due or pursue any other remedy in this Lease. All payments must be remitted by Automated Clearing House (ACH) / direct deposit to the Airport's designated bank account, or any future mode prescribed by the COUNTY. Any fees assessed to the COUNTY's bank account due to the use of other form of payment (e.g. wire transfer) not prescribed or approved by the COUNTY, shall be passed through to the TENANT plus \$25 processing fee.
- D. <u>Penalty for NSF Check</u> In the event a check submitted by TENANT is returned for non-sufficient funds ("NSF"), TENANT agrees to pay COUNTY a service charge in the amount of twenty-five dollars (\$25) for the first check, and thirty-five dollars (\$35) for each subsequent check. TENANT liable for treble damages pursuant to California Civil Code Section 1719.

SECTION 4.05 CHARGE FOR LATE PAYMENT

TENANT hereby acknowledges that the late payment of rents or any other sums due hereunder will cause COUNTY to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, lost interest income and other professional services.

Accordingly, if any payment of rents as specified in the section in this Lease entitled "RENT" or of any other sum due COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars (\$100) shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

TENANT and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of TENANT's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of TENANT's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

SECTION 4.06 RECORDS AND ACCOUNTS

- A. Records Defined "TENANT's Records" as referred to in this Lease shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to records, accounts, financial transactions, books, papers, documents, recordings, notes, receipts, vouchers, memoranda, sales invoices, accounts receivable records, commission payment records, tax remittance records, expenditures for improvements or refurbishments, any and all other agreements, sources of information and matters that may, at COUNTY's sole discretion, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Lease, and any other TENANT records which may have a bearing on matters of interest to COUNTY in connection with TENANT's dealings with COUNTY to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - 1) Accuracy of amounts owed to COUNTY resulting from TENANT's operation of the Leased Premises.
 - 2) Compliance with any requirement in the Lease.

TENANT shall, at all times during the term of this Lease, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

B. The Accounting Year The accounting year shall be twelve full calendar months. The accounting year may be established by TENANT provided TENANT notifies Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by Auditor-Controller unless Auditor-Controller has objected to TENANT's selection in writing within sixty (60) days of TENANT's writing notification.

In the event TENANT fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the Lease. Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the Lease commencement not be the same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the Lease unless Auditor-Controller specifically approves in writing a different accounting year. Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on either the TENANT or COUNTY and not because of mere convenience or inconvenience.

C. <u>CPA-Audited Statement of Gross Receipts</u> Within ninety (90) days after the end of each accounting year, TENANT at its own expense shall submit to Auditor-Controller an audited statement of gross receipts for all Airport operations. This statement shall include a breakdown schedule of total gross receipts for the accounting year by month and sales as classified according to the categories of business established for percentage rental and listed in Section 4.01 (RENT) and for any other business conducted on or from the Leased Premises. This statement must be prepared by an independent Certified Public Accountant (CPA) or CPA firm holding a current and valid license and completion of attest experience ("A") with the State Board of Accountancy. The audit must be performed in accordance with current Generally Accepted Auditing Standards (GAAS) authorized by the American Institute of Certified Public Accountants (AICPA).

TENANT shall provide COUNTY with copies of any Certified Public Accountant management letters and audited financial statements prepared in conjunction with their audit of TENANT's operations from the Leased Premises. Copies of management letters and/or financial statements shall be provided directly to COUNTY by the CPA at the same time TENANT's copy is provided to TENANT.

TENANT acknowledges that any and all of the "Financial Statements" submitted to COUNTY pursuant to this Lease become Public Records and are subject to public inspection pursuant to California Government Code Sections 6250 et seq.

- D. <u>Failure to Submit CPA-Audited Statement of Gross Receipts</u> In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that TENANT fails to submit any financial statements by the due date listed in this Section, Subsection "C. CPA-Audited Statement of Gross Receipts.". Airport Director, or designee may require TENANT to submit the greater of:
 - 1) \$5,000 fine; or
 - 2) Any and all costs incurred by COUNTY for the Certified Public Accountant hired by the COUNTY to prepare the required financial statements, including an administrative fee equal to fifteen percent (15%) of those costs.
- E. <u>Audits</u> All TENANT's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the Airport shall be kept and made available to COUNTY at one location within the limits of the County of Orange, or shall be made available at offices in the COUNTY within ten (10) business days after notice to produce said records and source documents. COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of transactions and the dollar amount of said transactions. The full cost of said audit shall be borne by COUNTY.

The COUNTY, upon request of TENANT and in the COUNTY's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided TENANT shall agree to pay all expenses including but not limited to transportation, food, and lodging necessary for the COUNTY to send a representative to audit said books and records. Said right shall not be exercised by the COUNTY more than once each accounting year.

Upon the request of the COUNTY, TENANT shall promptly provide, at TENANT's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Lease and to TENANT's use of the Airport. Such data shall include, if required, a detailed breakdown of TENANT's receipts and expenses.

The full cost of said audit, as determined by the COUNTY, shall be borne by TENANT if either or both of the following conditions exist:

- 1) The audit reveals an underpayment of more than one percent between the rent due as reported and paid by TENANT in accordance with this Lease and the rent due as determined by said audit;
- 2) TENANT has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with this Section, Subsection "A.

<u>Records Defined</u>" above. The adequacy of records shall be determined at Auditor-Controller's reasonable sole discretion.

Otherwise, COUNTY shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of the County of Orange.

- F. <u>Failure to Maintain Adequate Records</u> In addition to any other remedies available to COUNTY at law or in equity or under this Lease, in the event that TENANT fails to maintain and keep books, records and accounts of gross receipts from business operations conducted on or from the Leased Premises and/or source documents relating thereto, or to make the same available to the COUNTY for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to the COUNTY regarding gross sales as required by this Lease, the COUNTY, at the COUNTY's option, may:
 - 1) Perform such examinations, audits and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of percentage rents payable by TENANT under this Lease and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by TENANT upon demand.
 - 2) Provide accounting services and/or a system for recording sales and charges, including without limitation, cash registers, for use by TENANT in business transactions upon or from the Leased Premises, and, at COUNTY's option, maintain personnel on the Leased Premises to observe and/or record such sales during TENANT's business hours, or from time to time, all at TENANT's sole cost and expense and, in such event, TENANT shall promptly reimburse COUNTY for any and all costs incurred by COUNTY in connection therewith; and/or
 - 3) Require that TENANT pay percentage rents based on COUNTY's best good faith estimate of TENANT's gross receipts from business operations conducted on or from the Leased Premises and Airport and any such determination made by COUNTY shall be conclusive and binding upon TENANT.

County of County provided services at such rates as County may from time to time, in good faith, establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at County's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by County, if engaged by County to perform such services. Said costs payable by Tenant shall be included as rent for the first month following invoice to Tenant.

- G. <u>Review Period</u> COUNTY or its designee may conduct such audits or inspections throughout the term of this Lease and for a period of three (3) years after final payment or longer if permitted by law.
- H. <u>Methodology</u> COUNTY may, without limitation by TENANT, conduct verifications including, but not limited to, inspection of TENANT's Records, observation of TENANT's employees in or about the Leased Premises, and verification of information and amounts through interview and/or written communications with TENANT's employees or sub-contractors.
- I. <u>Record Retention</u> All of TENANT's Records shall be retained by TENANT for a period of the balance of the fiscal year in which the Record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this Lease expires or is terminated.
- J. <u>Sales Recording System</u> TENANT shall prepare a description of its cash handling and sales recording systems and equipment which shall be submitted to Airport Director for approval. Following approval by Airport Director such systems and equipment shall be utilized by TENANT. TENANT shall accurately record each sale on a point of sale register. Such register shall be non-resettable and sufficient to supply an accurate record of all sales on tape or otherwise as approved by Airport Director.
- K. Point of Sale Requirements TENANT shall install in the Premises a Point of Sale (POS) system with at least one POS unit, which includes mobile POS or other similar electronic devices. All POS used on the Premises shall meet current industry standards for transmitting, capturing and recording transactions, approved discounts with badge numbers, and data in a secure fashion while protecting Card Holder Data, and shall register every transaction made in, on, about or from the Premises, including every type of Gross Revenue daily automated reporting. Said POS shall be accessible to and subject to inspection or audit by Airport Director upon request. All cash receipts must include TENANT's identification thereon. Each approved discount must have a badge number or identification number keyed in to the POS system for each transaction. Customer must be issued a receipt or sales slip for each transaction, which transaction must be recorded either on or serially numbered sales slip or digital record produced by POS. COUNTY should have the right during business hours to examine the totals of the POS (s) used in the Premises and to inspect for compliance with this section. COUNTY shall have the right to require a revenue system that TENANT can provide daily reports to COUNTY. If COUNTY exercises such right, TENANT must, at its cost, purchase and install the necessary equipment, train its employees, and thereafter use, such equipment to take part in such system. TENANT shall ensure a capability within its mobile POS for the installation of Airport and Airport partner applications that can be integrated with TENANT's POS to exchange data and make possible for future opportunities to support passengers and airlines with vouchers coupons and other mutually beneficial Marketing Any sales captured from third party applications, TENANT branded applications, cell phone applications must be provided to the COUNTY as part of the monthly sales reporting.

L. <u>Other Reports and Submissions</u> TENANT shall furnish to COUNTY such other financial or statistical reports as Airport Director may require.

SECTION 4.07 PROVISION AGAINST SET-OFFS

It is the obligation of TENANT to pay all rents free of any set-offs or claims, in the amount and at the times specified in this Lease. In the event that TENANT desires to contest the validity or amount of any such rents and charges, TENANT shall first pay the same to COUNTY and may then seek a refund in any appropriate forum.

SECTION 4.08 SECURITY DEPOSIT

TENANT, shall deposit with COUNTY a security deposit in the sum of ______ four (4) times the estimated monthly rent as determined by Airport Director prior to execution of the Lease.

Concurrently with each revision of the rents pursuant to the Section in this Lease entitled "RENT", the security deposit to be provided by TENANT shall be adjusted to approximately four (4) times the estimated monthly rent as determined by Airport Director to guarantee the faithful performance by TENANT of its obligations under this Lease and the payment of all rents due hereunder.

The security deposit shall take one of the forms set out below and shall guarantee TENANT's full and faithful performance of all the terms, covenants, and conditions of this Lease:

- A. An instrument or instruments of credit from one or more financial institutions, subject to regulation by the State of California or Federal government, pledging that funds necessary to secure performance of the Lease terms, covenants, and conditions are on deposit and guaranteed for payment, and agreeing that said funds shall be trust funds securing TENANT's performance and that all or any part shall be paid to COUNTY, or order upon demand by Airport Director. Both the financial institution(s) and the form of the instrument(s) must be approved by Airport Director.
- B. A Faithful Performance Bond executed by a surety company or financial institution qualified and admitted to do business in the State of California and issued in a form, approved by the COUNTY. Under the bond, the surety company shall guarantee to COUNTY full and complete performance of all the terms, conditions and covenants herein to be performed on the part of the TENANT, including the payment of use fees as well as any and all other payments. Said bond shall be maintained at the cost of the TENANT throughout the existence of this Lease. Said Surety shall give Airport Director a minimum (30) days' prior written notice of cancellation or material change in said bond. Such cancellation or material change without Airport Director's prior written consent shall constitute a default under this Lease.

Regardless of the form in which TENANT elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to the COUNTY for correcting any default or breach of this Lease by TENANT, its successors or assigns, or for payment of expenses incurred by COUNTY as a result of the failure of TENANT, its successors or assigns, to faithfully perform all terms, covenants, and conditions of this Lease.

Should TENANT elect to provide either an Instrument of Credit or a Faithful Performance Bond to fulfill the security deposit requirements of this Lease, said instrument or bond shall have the effect of releasing depository or creditor therein from liability on account of the payment of any or all of the principal sum to COUNTY, or order upon demand by Airport Director.

In the event Airport Director withdraws all or any portion of the security deposit as provided herein, TENANT shall, within ten (10) days of any withdrawal by Airport Director, replenish the security deposit to maintain it at amounts herein required throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Lease.

TENANT shall be obligated to maintain the security deposit in effect until the Expiration Date of the Lease.

The security deposit, after deduction of all amounts due COUNTY, shall be rebated, reassigned, released or endorsed by the COUNTY to TENANT or order, as applicable, after one hundred twenty (120) days have elapsed following the expiration date of the Lease term, provided TENANT has fully and faithfully performed each and every term, covenant, and condition of this Lease.

SECTION 4.09 MARKETING FUND FEE

County has established a marketing fund for the Airport to conduct sales promotions, Airport-wide advertising, and related activities intended to promote the Airport and its tenants. Commencing January 1 of each calendar year, TENANT shall be required to make an annual marketing fund payment in the amount of ten thousand dollars (\$10,000.00) per location. TENANT agrees to pay this amount on or before January I of each year. All monies received by the Airport for the marketing fund shall be used solely for the purpose of Airport tenants' promotions and directly related expenses. In the event any year of the LEASE contains less than 12 months, TENANT shall pay a pro-rata portion of the annual amount corresponding to the number of months remaining in that calendar year.

For example, if the LEASE commences on November 1, TENANT shall pay the monthly prorata portion (\$833.33 per month) of the annual marketing fund amount for November and December (totaling \$1,666.66). Then, commencing on January 1, TENANT shall make the full annual marketing fund payment of \$10,000.00. Should the LEASE expire on September 15, TENANT shall pay a pro-rata portion of the annual amount for the months of January through September.

SECTION 4.10 UTILITIES

TENANT shall pay the whole cost for all TENANT's utility meters and installation. COUNTY shall make available in the Terminal the following utility services: reasonable amounts of water, electricity, telecom, sewage outlets, common area heating, ventilation, and air conditioning, stubbed out to leasehold. TENANT is responsible for all changes and alterations from and to the stubbed out location any such changes or alterations shall be at the sole cost of the TENANT.

ARTICLE V

USE, OPERATION, MAINTENANCE AND CONDITION OF LEASED PREMISES

SECTION 5.01 USE

TENANT's primary purpose for entering into this Lease is to promote the development of a specialty retail concession on the Leased Premises.

- A. Required Services and Uses. TENANT shall have a nonexclusive right to develop, operate and manage a specialty retail concession within designated locations at the Airport. The concession rights granted herein shall be exclusive within the Leased Premises but non-exclusive at the Airport. TENANT agrees not to use the Leased Premises for any other purpose nor to engage in or permit any other activity by TENANT's employees, agents or contractors, within or from the Leased Premises. TENANT agrees not to conduct or permit its employees, agents or contractors to conduct any public or private nuisance in, on or from the Airport, or to commit or permit its employees, agents or contractors to commit any waste in, on or from the Airport. The Use is attached hereto and entitled EXHIBIT C.
- B. Optional Services and Uses. Subject to the prior written approval of the Airport Director, TENANT may be granted the option to provide those additional services and uses which are ancillary to and compatible with the required services and uses herein; subject to negotiation and approval of Airport Director.
- C. The above listed services and uses, are required and shall be the only services and uses permitted. TENANT agrees not to use the Leased Premises for any other purpose nor to engage in or permit any other activity within or from the Leased Premises. This prohibition includes, but is not limited to, sale or use of tobacco products, vending machines of any kind, stamps, insurance policies, or as decided by the Airport Director.
- D. COUNTY reserves the right to engage in pouring rights agreement with a third party. TENANT shall be required to comply with any future agreements executed by Airport.
- E. Airport Director has the right to use TENANT's inventory of goods in an emergency situation to assist in maintaining the welfare of persons at or near the Airport. TENANT

shall be reimbursed by COUNTY for the cost of goods as soon as practicable at a rate not to exceed prices immediately prior to the emergency.

In the event TENANT breaches this Lease by using or permitting the Leased Premises to be used in any manner other than as expressly permitted under this Lease, TENANT shall pay COUNTY a sum equal to 100% of the "gross receipts", as defined in the Section 4.03 (DEFINITION OF GROSS RECEIPTS) for any service, goods or use that is not permitted by this Lease, or otherwise authorized in this Lease entitled. Said payment is subject to the "due date" provided in the Section 4.04 (PAYMENT PROCEDURE) and the "charge for late payment" provided in the Section 4.05 (CHARGE FOR LATE PAYMENT). The existence of the 100% charge in this section, or the payment or receipt of money under this section, does not constitute an authorization for a particular service or use and does not constitute a waiver of COUNTY's right to require TENANT to terminate such service or use. The parties agree that COUNTY's actual damages, in the event of such a breach by TENANT would be extremely difficult or impossible to determine; therefore, an amount equal to the amount of 100% of such gross receipts has been agreed upon, after negotiation, as the parties' best estimate of COUNTY's reasonable damages.

COUNTY reserves the right to prohibit the sale of those items which, in the opinion of COUNTY, are not in the public interest; or which might compete unfairly with other Terminal concessions. TENANT also agrees not to conduct or permit to be conducted any public or private nuisance (as defined in C.C. 3479) in, on or from the Leased Premises, or to commit or permit to be committed any waste in, on or from the Leased Premises.

SECTION 5.02 RULES AND REGULATIONS

The COUNTY may adopt and enforce Rules and Regulations which TENANT agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport.

TENANT shall comply with all Airport Rules and Regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans.

To the fullest extent authorized by law, TENANT shall be liable to COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to TENANT's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of TENANT, its employees, subtenants, agents or suppliers.

COUNTY shall not be liable to TENANT for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall TENANT be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with TENANT's use and occupancy of the Leased Premises so as to constitute a termination in whole or in part of this Lease by operation of law in accordance with the laws of the State of California.

SECTION 5.03 OPERATIONAL REQUIREMENTS

TENANT shall operate the specialty retail concession in a competent and efficient manner in accordance with the terms of this Lease including the following:

- A. Manager TENANT shall appoint a Manager to supervise TENANT's operations at the Airport. Such person must be an outstanding, highly qualified and experienced manager and be vested with full power and authority to accept service of all notices. They shall be vested with the authority to regulate the quality and prices of all menu items, and the appearance, conduct and demeanor of TENANT's employees. Said Manager shall be assigned to the Airport where he or she shall be available daily during peak travel periods and daily from 8:00 a.m. until 5:00 p.m., Monday through Friday, and where during their absence, a responsible subordinate shall be in charge and available during concession operating hours. Manager's subordinate shall be available by telephone and/or e-mail provided to the Airport Director, and should be available to arrive at the Airport within thirty minutes (30) of a being contacted to address any problems.
- B. <u>Personnel</u> TENANT shall at all times maintain qualified and experienced personnel to supervise TENANT's concession and provide a high standard of service to passengers and other guests at the Airport. TENANT shall require its employees to be properly dressed, clean, courteous and neat in appearance at all times. TENANT's employees shall refrain from use of offensive language and/or act in an otherwise offensive manner.
- C. <u>Noninterference</u> TENANT shall cooperate with and not interfere with COUNTY's and other TENANT's use of and operations at the Airport. TENANT shall not place any ropes, barricades and/or stanchions on the public or common use area without prior written approval of the Airport Director.
- D. <u>Deliveries</u> TENANT shall have supplies of any nature or kind delivered only at times, and through approved routes and entrances, between the hours of 11:00 pm to 6:00 am, seven (7) days a week, or as designated by Airport Director. TENANT shall not leave products, carts and inventory unattended in the concourses, hallways and other locations. TENANT shall only make deliveries on the concourse during non-peak hours. No deliveries between 6:00 am to 10:00 am, 12:00 pm to 2:30 pm, and 4:00 pm to 6:30 pm. TENANT shall only utilize carts, shippers, hand trucks and dollies that were outfitted

- with pneumatic (air) or gel tires to move products or merchandise from storage to concession areas. Metal or hard rubber wheels or tires are prohibited.
- E. <u>Utilities</u> TENANT shall be responsible for and pay, prior to the delinquency date, all charges for installation of dedicated phone lines and all charges for phone services to the Leased Premises. COUNTY shall only furnish an electrical supply line to the Leased Premises and water and a gas line to specified locations only as shown on Airport-approved construction drawings. TENANT shall be responsible for making all electrical, sewer, HVAC, gas, and water connections to and within the Leased Premises, where applicable.
- F. Merchandise and Pricing TENANT's merchandise plan and prices (Plan) shall be as approved by Airport Director for each store location and is attached hereto as Exhibit E. During the Lease term, TENANT shall not make changes to the Plan without first obtaining the prior written approval of Airport Director. Price changes must be submitted at a minimum of thirty days (30) in advance for Airport review.
- G. Pricing TENANT's merchandise shall be consistent with all uses as provided under Section 5.01 (USE). Prices of said items shall not exceed one hundred ten percent (110%) of approved prices reasonably found in similar stores located in the Orange County Area. TENANT shall perform price surveys every year from the effective date of this Lease or at the request of the Airport Director. Price surveys shall include, prices from a minimum of three (3) specialty retail establishments deemed similar to TENANT's operation, subject to Airport Director's or designee's review and approval. TENANT shall submit results to the COUNTY within thirty (30) of completion of the price survey. In the event that TENANT's prices have not been in compliance with the terms of this Lease, TENANT shall adjust prices accordingly within 48 hours of being notified by Airport Director.
- H. <u>Employee Parking Fee</u> TENANT shall pay the monthly employee parking fee, subject to change, for employee vehicles parked in the employee parking lot.
- I. <u>Credit and Debit Cards</u> Customers shall be permitted to utilize major credit and debit cards, and at a minimum, the following credit cards in payment for all sales: Visa, MasterCard, Discover and American Express.
- J. Recycling TENANT agrees that when alternate forms of packaging are available, only items packaged in a manner most compatible with the Airport's goals of recycling, reducing litter and preserving the environment shall be sold. No Styrofoam packaging products will be sold. Sale of beverages in non-returnable cans, metal or glass containers are not permitted. TENANT shall participate in the Airport's waste reduction and recycling program as required and wherever possible. Receipts evidencing compliance with said programs shall be kept and made available for Airport review.

- K. Employee Hiring TENANT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Lease meet the citizenship or alien status requirement set forth in Federal statutes and regulations. TENANT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. TENANT shall retain all such documentation for all covered employees for the period prescribed by TENANT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the TENANT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment or any persons performing work under this Lease.
- L. <u>Promotional Advertising</u> TENANT may hold in-store promotions and is encouraged to creatively merchandise and display its products. All promotional advertising needs to be submitted and approved by the Airport Director. All promotions must be submitted to JWA at a minimum of thirty days (30) in advance for review. Displays that are considered objectionable by COUNTY shall be removed or objectionable features altered as necessary to be rendered unobjectionable by COUNTY, upon written notice by Airport Director.
- M. <u>Wireless Communications</u> In the interests of public safety and the efficient operation of the Airport, COUNTY reserves the sole right to resolve any conflicts between or among any wireless communication devices or systems of the Airport TENANT, and any third party users at the Airport, and to require TENANT to change over to any future Airport-wide network once installed.
- N. <u>Interference with Systems</u> TENANT shall not interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof on or adjoining the Leased Premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with effectiveness of elevators or escalators in or adjoining the concession premises, or overload any floor in the concession premises.
- O. <u>Smoking Prohibited</u> TENANT shall not do anything contrary to COUNTY's ordinance, prohibiting smoking. Said ordinance prohibits smoking in the terminal building.
- P. <u>Unauthorized Locks</u> TENANT shall not place any additional lock of any kind upon any window or interior or exterior door in the Leased Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the Leased Premises, nor refuse, upon the expiration or sooner termination of this Lease, to surrender to Airport Director any and all keys to the interior or exterior doors on the Leased Premises, whether said keys were furnished to or otherwise procured

by TENANT, and in the event of the loss of any keys furnished by Airport Director, TENANT shall pay COUNTY, on demand, the cost for replacement thereof, and the cost of re-keying COUNTY's locks. TENANT may be required to comply with Airport security measures that consist of changing of key locks to badge controlled electronic locks and shall bare the cost associated with any change over.

- Q. <u>Standards of Quality</u> TENANT shall establish and submit a Standards of Quality Operating Manual to JWA for review and approval. TENANT must maintain the approved standards offering quality service and retail operations.
- R Standards of Service The management, maintenance and operation of the specialty retail concession shall be under the supervision and direction of a qualified, experienced person or persons who shall be authorized to act on behalf of TENANT. TENANT will assign a representative to service the specialty retail concession location(s). Maintenance must be available seven (7) days per a week and repairs shall be made within two (2) hours of notification. TENANT agrees that the maintenance service thereto shall take place, whenever possible, during hours of minimum passenger activity, at such hours and using such entrances and routes as approved by the Airport Director. TENANT shall cooperate with and not interfere with COUNTY's and other TENANT's use of and operations at the Airport.

SECTION 5.04 AIRPORT SECURITY

In addition to FAA, TSA and Airport security rules, regulations and plans, shall comply with all security requirements of the United States Customs and Border Protection (USCBP), and all applicable federal, state and local regulations regarding airport security. TENANT is responsible for fines imposed by any regulatory agency as a result of TENANT's failure to comply with applicable rules and regulations regarding airport security.

TENANT shall be required to obtain airport security clearance in order to perform work under this LEASE. TENANT, its employees and contractors must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge for access to secure areas and a driver's permit to drive on the airfield.

A. Badge Acquisition

Prior to issuance of a security badge(s), designated TENANT personnel who will be working onsite, and engaged in the performance of work under this LEASE, must pass Airport's screening requirements, which includes an F.B.I. Criminal History Records Check and a Security Threat Assessment, and shall pay any applicable fees. Upon successful completion of the background checks, TENANT designated personnel will be required to attend a 3-hour SIDA class and pass a written test. Those personnel who may be permitted by the Airport to drive on the Airport Operations Area (AOA) perimeter road must also complete a Driver's Training class and written test. Airport identification badges are not issued until designated TENANT personnel have: 1) completed

appropriate application forms and submitted proof of identity and employment eligibility, 2) passed both background checks, 3) completed and passed appropriate classroom training and 4) paid an identification badge fee for each badged person. TENANT should anticipate a minimum of five (5) business days to complete the security badge process if all requirements listed above are fulfilled by individual badge applicants in a timely manner. TENANT's designated personnel must successfully complete the badge acquisition process, unless other arrangements have been approved by the Airport. TENANT shall be responsible for all applicable fees and costs associated with the background checks and badging process. The amount of such fees is subject to change without notice.

B. Badge Holder Requirements and Responsibilities

The Airport Security Plan (ASP) requires that each person issued an Airport security badge be made aware of his responsibilities regarding the privilege of access to restricted areas of the Airport.

TENANT and all TENANT personnel within an access controlled area (AOA, SIDA, secured area or sterile area) area required to display on their person an Airport security badge, unless they are escorted by a properly badged individual. When working in a secure area, each badged person is responsible for challenging any individual who is not properly displaying an Airport issued or approved and valid I.D. badge. Any person who is not properly displaying or who cannot produce a valid Airport security badge must immediately be referred to the Sheriff's Department – Airport Police Services Office for proper handling.

The Airport security badge is the property of the County of Orange and must be returned upon termination of TENANT personnel employment and/or termination of the LEASE. The loss of a badge shall be reported within 24 hours to the Sheriff's Department—Airport Police Services by calling (949) 252-5000. TENANT or TENANT personnel who lose their badges shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be posted in the Airport Administration Office and is subject to change without notice. A report shall be made before a replacement badge will be issued.

The Airport security badge is nontransferable.

In the event that TENANT's badge is not returned to the Airport upon termination of TENANT personnel employment and/or termination of the LEASE, the TENANT and/or TENANT personnel shall be liable to the County of Orange for a fine in the amount of \$250.00 per unreturned badge. The amount of the fine is subject to change without notice. TENANT's security deposit may be applied to cover the cost of the fine.

SECTION 5.05 ANTI-IDLING POLICY

Within six months of LEASE execution, TENANT must develop, implement and submit to the Airport Director or designee for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. TENANT's policy shall also include all subtenant and third party vehicles that enter Airport property at the direction of the TENANT.

SECTION 5.06 MAINTENANCE OF LEASED PREMISES

TENANT, at its own cost and expense, shall maintain and repair, replace or refinish all improvements and installations of any kind. TENANT agrees to maintain the Leased Premises in a safe, clean, wholesome, sanitary condition and in compliance with all applicable laws. It shall be the TENANT's responsibility to make all necessary repairs required to maintain the Leased Premises and improvements in good condition. All repairs and improvements made by the TENANT to the Leased Premises shall be in compliance with all current Federal, State, Local Ordinances and Building Codes and all Airport Regulations (Codes), TENANT shall be in compliance with the JWA TENANT Design Guidelines and JWA Construction Manual. The Codes encompass all fire, life and structural safety aspects and apply to the construction, alteration, moving, demolition, repair and use of the Leased Premises. Any additions, alterations, repairs and changes of use or occupancy in the Leased Premises shall comply with the provisions for new buildings and structures as set forth in the Codes. All devices or safeguards which are required by the Codes shall be maintained in conformance with the edition of the Codes under which it was installed.

- A. <u>Equipment and Improvements</u> TENANT shall maintain all equipment and improvements located within the Leased Premises including but not limited to, trade fixtures, wiring, and software and communications equipment in good condition. TENANT agrees that all repairs will be conducted within two (2) hours of notification by Airport Director unless a longer period of time is approved by the Airport Director.
- B. <u>Removal of Equipment or Improvements</u> During the term of this Lease, TENANT shall not remove any improvements and/or furnishings, trade fixtures, and equipment without the prior written consent of the Airport Director.
- C. <u>Access</u> TENANT shall make key access available to Airport Director at all locations or within the Leased Premises for emergency access. Failure to provide key access to Airport Director or designee may result in unreimbursed door damage to TENANT resulting from measures used to enter the Leased Premises during an emergency.
- D. <u>Release of Hazardous Substances</u> TENANT shall immediately notify the Airport Police Services Control Center of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. Reportable spills or releases are those that require

- notification to a government entity by any fire code or Environmental law as defined herein in Section 6.01.
- E. <u>Spills and Trash Disposal</u> TENANT shall be responsible for cleaning and providing maintenance services on a regular basis to the Leased Premises. Cleaning by TENANT shall include collection of any concession-generated trash and cleanup of spills in the area immediately adjacent to the Leased Premises' entrances and exits. TENANT shall comply with any green waste or recycling programs implemented by the Airport. TENANT shall not dispose of any concession-generated trash in trash receptacles provided for the traveling public's convenience in the Terminal and shall only use trash dumpster locations designated by the Airport. Airport Director shall have the right to enter upon and inspect the Leased Premises at any time for cleanliness, safety and maintenance inspections.
- F. <u>Trash Receptacles</u> TENANT, whether within the Leased Premises or while moving through the terminal, shall use leak-proof containers. Any containers with wheels shall have wheels that are composed of non-skid materials that will not make noise nor leave marks on the terminal floors.
- G. Repairs TENANT's on-site manager shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order. If TENANT fails to maintain or make repairs or replacements as required herein, Airport Director shall notify or attempt to notify the TENANT in writing of said failure. Should TENANT fail to correct the failure within the time specified in the notice, Airport Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials and equipment shall be charged to TENANT. Thereafter, an administrative fee equal to fifteen percent (15%) of the sum of such items shall be paid by TENANT within thirty (30) days of receipt of a statement of said cost from Airport Director. Airport Director may, at Director's option, choose other remedies available herein, or as provided by law.
- H. <u>Maintenance of Heating, Ventilation and Air Conditioning (HVAC) Systems</u> TENANT shall be responsible for maintaining TENANT-installed HVAC system from the Leased Premises to the point that the system connects to the Terminal's supply air duct. TENANT shall be responsible for providing its own space temperature controls within inline store locations within the Leased Premises.
- I. Pest Control TENANT shall be solely responsible for a pest free environment within the Leased Premises area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control shall conform to Federal, State and local laws and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils, and crickets. Whenever COUNTY deems that pest control services must be provided to a building or area that

includes the Leased Premises under this Lease, TENANT shall pay for the costs of said services.

- J. <u>Waiver of Claims</u> TENANT expressly waives any and all claims against the COUNTY for compensation for any and all loss or damage to TENANT's property sustained by reason of any defect, deficiency or impairment of any water supply system, drainage or sewer system, gas supply system, telephone system, electrical supply system or electrical apparatus or wires serving the Leased Premises, except to the extent caused by the COUNTY's negligence or willful misconduct.
- K. <u>Monthly Maintenance Reports</u> All canopies, filters, duct work, and signage must be cleaned on a regular monthly maintenance schedule and the monthly maintenance schedule must be provided to the Airport Director and approved by the Airport Director. All monthly maintenance reports must be maintained and submitted to Airport Director upon request.

SECTION 5.07 NONCOMPLIANCE FEES

COUNTY desires to provide the traveling public with courteous and professional service. The following requirements are among those that relate directly to the quality of the service that COUNTY expects to be provided to the public. TENANT agrees that less than full performance of the following requirements denigrates the quality of the service, is in violation of this Agreement, and that the following fees are a reasonable approximation of COUNTY's actual damages for such violation. COUNTY will notify TENANT within forty-five (45) days following the date of each violation if noncompliance fee for each violation will be imposed. Airport Director shall make the final determination as to the imposition of noncompliance fees. Failure to impose violation fees for a particular violation shall not bar COUNTY from imposing violation fees for subsequent violations of the same nature. The availability of violation fees shall not bar COUNTY from exercising other remedies, including termination. COUNTY will invoice TENANT for violation fees that are assessed and payment of the invoice is due upon receipt by TENANT. Violation fees will be in addition to rent.

If TENANT or its sub-tenants fail to keep, observe, or perform any of the covenants or terms and conditions required herein, the COUNTY shall impose violation fees as set forth below, as a result of such violation(s), accrued on a daily basis, in addition to any other fees permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation Fee

Violation of Permitted Use of a Location \$250.00 per day/per location Failure to Maintain Required Hours of Operation \$100.00 per incident Failure to Submit Required Documents and Reports \$250.00 per day \$250.00 per day Failure to comply with Reset Policy \$250.00 per day **Unauthorized Discounts** \$100.00 per day/per location Failure to Maintain Clean Location(s) \$250.00 per day/per location Failure to Maintain Street Pricing plus 10% Installation of unapproved Fixtures in Location(s) \$250.00 per day/per location Failure to keep less than 10 people in per register per line \$100.00 per day/per location Failure to utilize all point of sale units to process payment \$100.00 per day/per location Failure to comply with delivery schedule \$100.00 each incident Failure to provide documentation maintenance reports \$100.00 per day/per location Failure to timely submit required ACDBE reports \$250.00 per day Violation of audio music guidelines \$100.00 per day/per location \$100.00 per day/per location Failure to keep product/merchandise as indicated on menu Failure to deliver required post-construction documentation \$1,000.00 per day Failure to provide service during operating hours \$100.00 per day/per location Failure to remove offensive material within 1 hour of notice \$100.00 per incident Failure to complete pricing survey or submit approval on time \$100.00 per day Failure to comply with JWA Wayfinding Program \$250.00 per day/per location Failure to open to public within 90 days from Notice to Proceed \$2,000.00 per day Failure to submit midterm refurbishment plans \$2,000.00 per day

Airport Director may notify the TENANT in writing of other violations and may determine a fee in writing to TENANT.

\$5,000.00

\$100.00 per incident

Failure to submit CPA audited financial statements on time

Failure to use pneumatic/gel tires for deliveries

ARTICLE VI ENVIRONMENTAL, SAFETY, AND INDEMNIFICATION

SECTION 6.01 ENVIRONMENTAL STEWARDSHIP

TENANT shall support the COUNTY's Environmental Stewardship program by complying with Airport's Tenant Guidelines.

SECTION 6.02 HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

TENANT shall comply with all Environmental Laws, including laws regulating Hazardous Materials, and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport under this Lease, TENANT shall comply with such regulations regarding the storage, distribution, processing, handling, release, removal, and/or disposal, including the storm water discharge requirements, of Hazardous Materials including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements. Violation by TENANT or any of its agents, assigns, successors, sublessees, subcontractors, or employees of any Environmental Law are grounds for immediate termination of this Lease and for immediate termination of all operations by TENANT at or on the Airport.

Notwithstanding the liability of prior tenants of the Leased Premises, TENANT shall at its sole cost and expense investigate, evaluate, assess, remove, and/or remediate any and all Hazardous Materials that may be required or ordered by any governmental agency or Environmental Law. In conducting a clean-up of a Hazardous Material release under this Lease, TENANT shall comply with all applicable Environmental Laws. TENANT shall not use the COUNTY hazardous waste generator ID for waste disposal.

SECTION 6.03 GENERAL HEALTH AND SAFETY CONDITIONS

Precaution shall be exercised at all times by TENANT for the health, safety, and welfare of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with the Occupational Safety & Health Administration (OSHA) requirements including but not limited to OSHA Hazard Communication Standard 29 CFR 1910.1200, and federal and state safety orders.

TENANT shall comply with all material usage limitation, permit record keeping, and reporting requirements imposed by federal, state and local laws and regulations. TENANT shall properly post Manufacturer's Safety Data Sheets as required by law and shall use and dispose of all materials in conformance with all applicable codes, rules, regulations and manufacturer's recommendations.

TENANT shall submit to the COUNTY's Airport Environmental Resources Manager, annually on December 31, a report on compliance with and the status of all required permits including, but not limited to, Fire, OSHA, Air Quality Management, and Health Care Agency. The report must summarize all spills, leaks or permit violations for the previous year. The annual report must also contain copies of all reports and annual testing reports (such as fuel tank tightness testing) sent to any regulatory agency and documentation of required maintenance and inspection of fire and safety fixtures and equipment and an updated inventory of all Hazardous Materials used or stored on site.

TENANT shall provide all notices required pursuant to the Environmental Laws. TENANT shall provide prompt written notice to COUNTY within five (5) days of receipt of all written notices of violation of any Environmental Law received by TENANT.

SECTION 6.04 ENVIRONMENTAL INDEMNIFICATION

To the fullest extent authorized by law, the TENANT shall indemnify, defend, and hold harmless the COUNTY, its officers, directors, agents, and employees, for compliance with all Environmental Laws, from and against any and all Environmental Law claims, judgments, damages, penalties, actions, fines, costs, liabilities, losses, orders, expenses, and lawsuits (including fees and costs for attorneys, experts, and expert consultants) arising from the Leased Premises, and/or out of or related to any actions or omissions of TENANT, the TENANT's operations at the Airport or any action arising from and which involve the TENANT's officers, agents, successors, assigns, sublessees, subcontractors, and employees (whether or not they are negligent, intentional, willful or unlawful), including defense expenses arising therefrom, including, but not limited to the following:

- (1) The TENANT's placement, disposal, allowing, or releasing of Hazardous Materials upon or within the Airport including any such claims, demands, liabilities, cost, expenses, and/or obligations related to TENANT's release or threatened release of Hazardous Materials on, at, and/or under the Airport.
- (2) The TENANT's release or threatened release of Hazardous Materials at, on, under, and/or remaining from the Airport.
- (3) The TENANT's compliance with any Environmental Law, except that TENANT's obligations under this paragraph shall not extend to remediation conditions that arise from operations of third parties that are not affiliated with TENANT that take place off of the Airport. A party shall be deemed to be affiliated with TENANT if it is an employee, officer, director, agent, sublessee, assignee, contractor or subcontractor of TENANT or if it is controlled by or under common control with TENANT.
- (4) The TENANT's causing or allowing any prohibited discharge into the Airport Drainage System.

This indemnification includes, without limitation, reasonable fees/costs/expenses for attorneys, experts, expert consultants, and all other costs incurred by COUNTY in connection with any investigation, evaluation, assessment, and/or monitoring of the environmental conditions at the Leased Premises or any cleanup, remedial, removal, and/or restoration work required by any federal, state or local governmental entity because of any Hazardous Materials being present in the soil, surface water, or groundwater at, on, under, or about the Airport. However, TENANT's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of COUNTY or agents, servants or independent contractors who are directly responsible to COUNTY.

In the event the indemnitees as described herein are parties in any proceeding (legal, administrative, or otherwise), the TENANT shall, at the request of the COUNTY, defend the indemnitees with qualified counsel that the COUNTY determines, in its sole and absolute discretion, is acceptable to the COUNTY, unless the COUNTY, in its sole and absolute discretion, undertakes legal representation, in which event the TENANT shall reimburse the COUNTY for the expenses incurred by it in defending such proceeding, including reasonable attorneys' fees, expert and consultant's fees, and investigative and court costs.

In the event that any monetary sum is awarded against the COUNTY and the TENANT because of the concurrent negligence of the COUNTY and the TENANT or their respective officers, directors, successors, assigns, subcontractors, sublessees, or employees, an apportionment of liability to pay such award shall be made by a court of competent jurisdiction. Both the COUNTY and the TENANT agree that neither party shall request a jury apportionment. Nothing stated in this Lease and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Lease.

The rights and obligations set forth in this indemnification shall survive the termination and/or expiration of this Lease.

SECTION 6.05 CONFLICT WITH ENVIRONMENTAL LAW PROVISIONS

In the event that any of the terms of the environmental requirements codified in this Article conflict with any other terms of this Lease, the environmental requirements contained in Article VI shall apply.

ARTICLE VII

CONSTRUCTION AND IMPROVEMENTS

SECTION 7.01 CONSTRUCTION AND/OR ALTERATION BY COUNTY

The COUNTY may alter, repair, maintain, remodel, expand, remove or improve any of the facilities at the Airport or any of its appurtenances.

In addition, the COUNTY may reassign or relocate TENANT's Leased Premises. COUNTY shall provide TENANT advance notice of such action and shall attempt to provide alternative space that is reasonably comparable for TENANT's operations at the same rates and charges which TENANT would have paid for the space being surrendered. In the event no alternative space is available, TENANT shall surrender its space promptly to COUNTY, provided that TENANT shall be reimbursed for the reasonable cost of any such reassignment, reallocation or relocation and the cost of TENANT's unamortized investment, if any, as documented by TENANT to the satisfaction of the COUNTY and mutually agreed to by Airport Director and TENANT. All of such costs, as well as COUNTY's cost of providing the alternative space aforementioned, shall be included in the cost of the particular Capital Project requiring such reassignment, reallocation or relocation.

SECTION 7.02 CONSTRUCTION AND/OR ALTERATION BY TENANT

TENANT shall not perform any construction upon the Leased Premises nor shall TENANT modify, alter or remove any permanent improvements lying within the Leased Premises without prior written approval of COUNTY. Any construction, modifications, alterations or removal of any permanent improvements by TENANT shall be at the TENANT's expense.

A. <u>Design and Construction</u> TENANT shall cause to be designed, constructed, and installed within the Leased Premises, at no cost to COUNTY, appropriate improvements to adequately accommodate those services and uses, both required and any other optional services and uses approved pursuant to the section in this Lease entitled "USE". TENANT must comply with the JWA TENANT Design Guidelines Manual and JWA TENANT Construction Manual as may be amended from time to time.

The improvement plans prepared by TENANT and approved by Airport Director prior to the execution of this Lease shall be a plan for development of the Leased Premises or portions thereof, and the working drawings prepared by TENANT and approved by Airport Director during the same period shall be the plan, specifications, and time schedule for TENANT's initial construction on the Leased Premises. Weekly scheduled meetings with TENANT representative, contractor, design team, and JWA staff must be held during any construction improvements or projects. Updated Microsoft Project schedule and safety meeting updates must be provided to JWA at each scheduled meeting or upon request of JWA staff. All design and construction shall conform with the plans approved by Airport Director and with the construction and architectural standards contained in Exhibit D which is attached hereto and by reference made a part hereof.

In the event TENANT fails to open the concession facility on its Leased Premises for business on or before the Rent Commencement Date, COUNTY will incur substantial damages, the exact amount of which are extremely difficult to fix. Accordingly, for each day after the Rent Commencement Date until the day on which TENANT opens the concession facility for business, TENANT shall pay County two thousand dollars (\$2,000.00) per day in addition to Rent as provided below. The parties have agreed that his amount represents a reasonable approximation of the damages likely to be suffered by

the County in the event TENANT fails to open on or before the Rent Commencement Date. In the event TENANT fails to open after one-hundred twenty (120) days from the date issued on the Notice to Proceed from Airport Director, County may have the option to terminate this Lease.

B. Compliance with Plans and Construction Standards All improvements constructed by TENANT within the Leased Premises shall be constructed in strict compliance with detailed plans and specifications approved by Airport Director. All construction shall be conducted in a good and workmanlike manner and shall conform to applicable building codes, rules, regulations and Airport's architectural standards as contained in reference document "John Wayne Airport, Architect and Engineer Guide" and reference document "JWA TENANT Construction Manual" which can be provided by Airport upon request. TENANT is responsible to review and comply with the JWA TENANT Design Guidelines and JWA Construction manual. All work shall be done in conformity with Airport approved plans, valid building and other necessary permits and shall be acceptable to COUNTY and the appropriate governmental entity inspecting such work. TENANT shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

All improvements constructed by TENANT, including the plans and specifications therefor, shall conform in all respects to the Airport approved plans, applicable statutes, ordinances, building codes, JWA TENANT Design Guidelines, JWA Construction Manual, rules and regulations of the COUNTY and such other governmental authority as may have jurisdiction, and shall be acceptable to COUNTY and the appropriate governmental entity inspecting such work. Airport Director's or designee's approval shall not constitute a representation or warranty as to such conformity, which shall remain TENANT's responsibility. TENANT shall have the responsibility to obtain all required permits and to investigate and pay for any and all fees, including but not limited to Transportation Corridor Agency fees, if applicable, necessary for such construction. Construction by TENANT, its contractors and subcontractors, shall be coordinated with and under the direct supervision of COUNTY and shall be completed within ninety (90) days from the issuance of JWA Notice to Proceed to TENANT. (In the event TENANT fails to complete installation of improvements in a timely manner, the parties agree that COUNTY's actual damages would be extremely difficult or impossible to determine; therefore, the parties agree that the best estimate of the COUNTY's actual damages assessed to the TENANT is sum of two thousand dollars (\$2,000.00) per day until installation has been completed to the satisfaction of COUNTY.. This amount shall be in addition to all other sums due under this Lease.

C. <u>Consent Required From COUNTY</u> No structures, improvements, or facilities shall be constructed, erected, altered, removed or made within the Leased Premises without prior written consent of COUNTY, which consent may be withheld or conditioned at COUNTY's discretion. Minor repairs, replacement and facility maintenance proposed for the Leased Premises, the cost of which does not exceed two hundred thousand dollars (\$200,000), must be approved by Airport Director. All other structures, improvements,

- facilities, repairs, replacement, removal and maintenance items must be approved by the Board of Supervisors.
- D. <u>Insurance Requirements</u> TENANT shall obtain comprehensive public liability insurance during construction. If the construction is done by an independent contractor, insurance shall be procured by the contractor in the name of the TENANT and the COUNTY. All insurance shall be in the limits and coverages acceptable to COUNTY's Risk Management Services.
- E. <u>Indemnification during Construction</u> To the fullest extent authorized by law, TENANT shall indemnify, defend, and hold harmless the COUNTY, its officers, and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of the TENANT's construction or alteration of the Leased Premises at John Wayne Airport, including the cost of defense arising therefrom. The TENANT's indemnity obligations stated hereinabove also apply to those actions arising from and which involve the TENANT's officers, agents, subcontractors, and employees.
- F. <u>Noninterference</u> TENANT warrants that it or its contractor shall in no way delay, cause delays to or interfere with any Airport operations or other contractors working in the terminal or on the Airport. TENANT agrees to hold COUNTY harmless from the cost of any time lost by COUNTY or any damages to COUNTY due to the actions or failure to act of TENANT or its contractor.
- G. <u>Trailers and Modular Structures</u> All improvements constructed by TENANT shall be of a permanent nature. Trailers and modular buildings are prohibited on the Leased Premises. This provision shall not apply to the use of COUNTY approved temporary modular or trailers during construction. Upon completion of construction, all trailers or modular must be immediately removed from the Leased Premises.
- H. <u>TENANT's Cost and Expense</u> All renovation or construction by TENANT pursuant to this Section shall be at TENANT's sole cost and expense. TENANT shall keep its existing or future Leased Premises and the improvements constructed thereon free and clear of all liens and shall pay all costs for labor and material arising out of such construction and shall hold COUNTY harmless from any liability in respect thereto. TENANT shall have the right to contest any and all liens filed against its existing or future exclusive use area. TENANT further agrees that COUNTY shall have the right to post notices of non-responsibility as provided by Sections 3094 and 3129 of the CIVIL CODE of the State of California.
- I. Ownership of Improvements All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Leased Premises by TENANT must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require TENANT, at

TENANT's cost, to remove any or all improvements located within the Leased Premises at the expiration or termination hereof.

- J. <u>Minimum Cost of Improvements "Initial Improvements"</u> the minimum cost of improvements shall be four hundred dollars (\$400.00) per square foot. The term "construction costs" shall mean direct construction costs, as set forth in Section 7.09 ("RECORD DRAWINGS AND CONSTRUCTION COSTS").
- K. <u>Satellite Antenna Dish</u> For purposes of this Lease, satellite antenna dishes or antennae that may be installed by TENANT on the roof of the Terminal or any location outside the Leased Premises shall be considered a TENANT improvement. Type and design of antenna, location, TENANT identification, method of installation, and cable path shall be subject to review and approval by Airport Director. COUNTY retains the right to require TENANT, at TENANT's cost, to remove any antenna installed by TENANT. Airport Director shall have the right to use TENANT's security deposit to cover the cost of removal of said antenna should TENANT fail to do so at the expiration or termination of this Lease.

SECTION 7.03 MIDTERM REFURBISHMENT

At the midterm of the Lease, TENANT shall be required to make a reinvestment, in an amount to be determined by Airport Director but not exceeding 50% of the total cost of its Capital Improvements, for the purpose of keeping concession and its technology contemporary and competitive with current concession trends and methods. Said refurbishing shall include, but not be limited to, refinishing, repair, replacement, redecorating, and painting necessary to keep said facilities in first class condition.

TENANT shall complete the Concession Midterm Refurbishment, as approved by the Airport Director within one-hundred eighty (180) days from the midterm of the lease. The midterm of the lease is three-and-a-half years (42 months) from the Rent Commencement Date. Failure to complete the refurbishment by said date shall be cause for termination of the Lease, and/or at the direction of the Airport Director the sum of two thousand dollars (\$2,000.00) per day until the Concession Midterm Refurbishment has been completed to the satisfaction of the COUNTY. This amount shall be in addition to all other sums due under this Lease.

TENANT shall be required to submit plans for the Concession Midterm Refurbishment at least one hundred eighty (180) days prior to the midterm of the Lease. The plans and specifications shall be certified by an architect or engineer and shall consist of (a) working drawings (b) technical specifications and (c) proposed equipment upgrades or changes. If TENANT fails to submit plans for the Concession Midterm Refurbishment TENANT shall pay two thousand dollars (\$2,000.00) per day until plans are received in addition to all other sums due under the lease.

Within sixty (60) calendar days following the completion of the Concession Midterm Refurbishment to the satisfaction of the Airport Director, TENANT must provide certified

documentation of all the capital investment actually expended in the design and installation of the Concession Midterm Refurbishment, together with "as-built" plans/records drawings as required elsewhere in this Lease. When documenting each refurbishment minimum investment required by this Lease, architectural and engineering charges not exceeding 15% of the total investment may be included. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, internal design, review, management and oversight of construction on Leased Premises, TENANT's licensing or franchising costs, bond premiums or developer fees.

In the event of a shortfall between said Concession Midterm Refurbishment amount and TENANT's actual investment cost, TENANT shall pay to COUNTY an amount equal to the shortfall, as of one hundred eighty (180) days after the date of the completion of the Concession Midterm Refurbishment, and said payment shall be due and payable within thirty (30) days. The amount spent for refurbishment shall be exclusive of any amount spent for normal repair and maintenance as determined at the sole discretion of Airport Director.

SECTION 7.04 CERTIFICATION OF CONSTRUCTION EXPENDITURES

TENANT shall provide COUNTY with certified receipts and lien releases for the initial capital improvements and midterm refurbishment to the Leased Premises required hereunder within ninety (90) days after the completion thereof in a form acceptable to the COUNTY to enable COUNTY to verify compliance with the terms of this Lease. In the event that such certified receipts indicate that costs incurred with respect to the initial capital improvements or midterm renovations required hereunder are less than required under the terms and provisions of this Lease, and TENANT has used and complied with the approved plans and materials and submitted all closeout documents including "as built" CAD files, TENANT shall not be required to pay to COUNTY the difference between the amount required to be spent and the costs actually incurred by TENANT as indicated by such certified receipts. If TENANT fails to adhere to approved plans and specifications, resulting in actual costs less than those approved by COUNTY, TENANT will be required to pay 110% of the difference to the COUNTY. If COUNTY disputes the amount of costs claimed by TENANT, COUNTY may utilize its own audit and accounting staff or, at its option and expense, hire a certified public accountant to audit the costs actually incurred by TENANT with respect to such Leased Premises. If it is determined that the costs actually incurred by TENANT with respect to said Leased Premises are less than the minimum required hereunder, then TENANT shall pay, in addition to the other amounts due hereunder, the cost of conducting such audit to COUNTY within thirty (30) days of the determination.

SECTION 7.05 TENANT REIMBURSEMENT

In the event COUNTY should require the Leased Premises, or any portion thereof, for any Airport purpose and removes any portion of TENANT's Leased Premises from this Lease or terminates the Lease under the provisions of this Section, COUNTY shall reimburse TENANT for improvements completed during the term of this Lease to the Leased Premises as follows:

Compensation for improvements located on the Leased Premises shall be calculated by means of the following formula:

COMPENSATION = A x
$$\frac{B}{C}$$

- A = TENANT's actual Leased Premises improvement construction costs submitted in accordance with the Section in this Lease entitled "RECORD DRAWINGS AND CONSTRUCTION COSTS".
- B = Number of full months remaining in the Lease term.
- C = Number of full months between the date TENANT completed construction of Leased Premises improvements and the date the Lease would expire by its terms if COUNTY did not exercise its right to early termination.

TENANT shall submit to COUNTY within sixty (60) days of completion of construction of any Leased Premises improvement, notifications of completion of construction and submit detailed supporting documentation of construction costs together with "as-built" plans as required elsewhere in this Lease. TENANT acknowledges and agrees if TENANT fails to submit notifications and supporting documentation for any such Leased Premises improvements in a timely manner, TENANT waives its right to compensation for such improvements.

SECTION 7.06 EXCLUSIVE REMEDY

The compensation provided pursuant to Section 7.05 "TENANT REIMBURSEMENT" shall be TENANT's sole and exclusive remedy and form of compensation, costs or damages, including but not limited to, the eminent domain law and inverse condemnation (California Code of Civil Procedure §§1230.010, et seq.), and Relocation Assistance benefits (California Government Code §§7260, et seq.), due to termination, re-entry or acquisition of the Leased Premises by COUNTY.

TENANT agrees that exercise by COUNTY of its termination rights hereunder shall not be construed as a taking by COUNTY of any part of the Leased Premises, nor of TENANT's rights under this Lease, nor shall TENANT, except as provided herein, be entitled to payment for any loss of goodwill, income, moving expenses or other amount because of partial or full termination of this Lease.

SECTION 7.07 TENANT'S ASSURANCE OF CONSTRUCTION COMPLETION

Prior to commencement of construction of approved facilities TENANT shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to TENANT and COUNTY to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

- A. Completion Bond issued to COUNTY/JWA as obligee.
- B. Irrevocable letter of credit issued to COUNTY/JWA that will remain in effect until COUNTY acknowledges satisfactory completion of construction.

All bonds and letters of credit must be issued by a surety company, financial institution or advising bank qualified and admitted to do business in the State of California and issued in a form approved by the COUNTY. All bonds and letters of credit shall insure faithful and full observance and performance by TENANT of all terms, conditions, covenants and agreements relating to the construction of improvements within the Leased Premises. TENANT must comply with the Section entitled "Record Drawings and Construction Costs" to be eligible for return or refund of Completion Bond and/or its letter of credit.

It is not the intent of the contracting parties herein to create a third party beneficiary, and nothing in this Section shall be construed to do so.

SECTION 7.08 MECHANICS LIENS OR STOP-NOTICES

TENANT shall at all times indemnify and hold COUNTY harmless from all Mechanics Liens, Stop-Notices, claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Leased Premises undertaken by TENANT, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a mechanics lien or stop-notice is imposed upon the Leased Premises, TENANT shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 3143 of the CALIFORNIA CIVIL CODE, which frees the Leased Premises from the claim of the lien or stopnotice and from any action brought to foreclose the lien.

Should TENANT fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the Lease shall be in default and shall be subject to immediate termination.

SECTION 7.09 RECORD DRAWINGS AND CONSTRUCTION COSTS

Within sixty (60) days following completion of any improvement within the Leased Premises, TENANT shall furnish Airport Director a complete set of reproducible, two sets of prints of asbuilt plans ("Record Drawings") and a compact disc (CD-ROM) containing the Record Drawings in a form usable by COUNTY, to COUNTY's satisfaction, on COUNTY's computer aided mapping and design (CAD) software. Basic specifications for CAD-compatible plans are

contained in Airport's reference document "John Wayne Airport, CAD Standards" which can be provided by Airport upon request.

In addition, TENANT shall furnish Airport Director an itemized statement of the actual, direct construction costs of such improvement. The construction costs may include actual, direct fees paid to contractors, architects, engineers, surveyors, laborers and suppliers, or permit fees required by governmental agencies to allow construction. Construction costs shall not include indirect costs such as financing costs, holding costs, legal fees, interest, administrative and overhead expenses, bond premiums or developer fees. The statement of cost shall be sworn to and signed by TENANT or its responsible agent under penalty of perjury. TENANT must obtain Airport Director's approval of Record Drawings and the form and content of the itemized statement.

SECTION 7.10 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

TENANT shall be responsible for any damage caused by TENANT, or TENANT's equipment, employees, agents, visitors or suppliers, to common use areas of the Terminal or Airport facilities, including but not limited to runways, taxiways, access roads, navigational aids, apron areas and loading bridges. Should such damage require immediate repairs or replacement and TENANT is unable to respond immediately to complete said repairs or replacement, Airport Director may cause to be made or make any necessary repairs or replacements and the cost thereof shall be paid by TENANT. Said cost shall include all labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of those items. Said cost shall be paid by TENANT within fifteen (15) days of receipt of an invoice for costs from Airport Director.

In the event of damage to or destruction of TENANT-owned or constructed buildings, facilities or improvements located within the Leased Premises or in the event TENANT-owned or constructed buildings, facilities, or improvements located within the Leased Premises are declared unsafe or unfit for use or occupancy by the COUNTY or any other public entity with jurisdiction to make and enforce such a declaration, TENANT shall, within thirty (30) days, commence and diligently pursue completion of the repair, replacement or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Leased Premises for the purposes required by the Lease.

Repair, replacement, reconstruction, or construction of improvements within the Leased Premises shall be accomplished in a manner and according to plans approved by Airport Director. Except as otherwise provided herein, termination of this Lease shall not reduce or nullify TENANT's obligation under this paragraph. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, TENANT waives and releases its rights under CALIFORNIA CIVIL CODE Sections 1932(2) and 1933(4).

SECTION 7.11 AMERICANS WITH DISABILITIES ACT

TENANT shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 ("ADA") in connection with: (a) the Leased Premises or any portion thereof and its operations thereon, TENANT's furnishings, trade fixtures and equipment and the concession improvements; (b) removing physical barriers from the Concession Area; (c) providing auxiliary aids and services for use of the Concession Improvements and TENANT's furnishings, trade fixtures and equipment, where necessary or required; and (d) modifying its policies, practices and procedures to comply with the ADA. TENANT shall develop a work plan to correct or avoid any violations or non-compliance with the ADA. TENANT shall deliver to the COUNTY, upon COUNTY's request, a copy of each report and work plan. COUNTY's approval of or acceptance of any aspect of TENANT's activities under this Lease shall not be deemed or construed in any way as a representation that such item, activity of practice complies with the ADA. TENANT agrees to indemnify, defend, and hold the COUNTY harmless from and against any and all costs incurred by COUNTY with respect to TENANT's failure to comply with the ADA.

ARTICLE VIII

ASSIGNMENT

SECTION 8.01 ASSIGNING AND TRANSFERRING

The provisions of this Section are subject to, and subordinate to the limitations of Article V of this Lease entitled "USE, OPERATION, and MAINTENANCE AND CONDITION OF LEASED PREMISES".

A. <u>Transfers</u> TENANT shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of the TENANT in the Leased Premises without the prior written approval of the COUNTY. TENANT shall give COUNTY one hundred twenty (120) days prior written notice of all proposed Transfers. TENANT shall not make any such Transfers for a period longer than the remaining term of the Lease.

If COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of the Lease. All Transfer documents shall be consistent with the terms, covenants, and conditions of the Lease, and in the event of any inconsistency, the provisions of this Lease shall govern. TENANT must submit all required COUNTY forms with backup documentation, and include payment of a \$3,000.00 administrative charge, for COUNTY to process such request.

If TENANT is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than TENANT of any stock or interest in said corporation, unincorporated association, or partnership in the aggregate amount of fifty-one percent (51%) or more.

The failure by TENANT to obtain the prior written approval by COUNTY of any Transfer of the Lease or any interest in the Leased Premises shall constitute a material breach of this Lease by, and shall not confer any rights upon the transferee. Such failure shall be grounds for termination of this Lease for default per Article IX, Section 9.02.

- B. <u>Conditions of COUNTY Approval</u> COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but COUNTY may withhold consent at its sole discretion if any of the following conditions exist:
 - 1) TENANT, its successors or assigns are in default of any term, covenant or condition of this Lease, whether notice of default has or has not been given by COUNTY.
 - 2) The prospective tenant, assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this Lease.
 - 3) The prospective tenant, assignee or transferee is not financially capable or not experienced in performing the obligations of this Lease, as determined by the Airport Director.
 - 4) The TENANT's or assignee's use is in conflict with the terms of this Lease.
 - 5) All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to Airport Director.
 - 6) Any construction required of TENANT as a condition of this Lease has not been completed to the satisfaction of COUNTY.
 - 7) TENANT has not provided Airport Director with a copy of all documents relating to the Transfer, including, but not limited to, appraisals, notes, trust deeds, title reports, escrow instructions, *etc*.
 - 8) TENANT attempts to hypothecate the rights granted by this Lease for an amount greater than the cost of new improvements to be constructed on the Leased Premises. Hypothecation shall not be permitted for any reason other than to obtain Loan Proceeds necessary to construct new improvements on the Leased Premises.
- C. <u>Bankruptcy Transaction</u> If TENANT assumes this Lease and proposes to assign the same pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.
 - 1) The name and address of proposed assignee,

- 2) All of the terms and conditions of such offer, and
- 3) Adequate assurance to COUNTY of the proposed assignee's future performance under the Lease, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).

Any person or entity to which this Lease is assigned pursuant to the provisions of the UNITED States Bankruptcy Code, 11 U.S.C. §§101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.

SECTION 8.02 SUCCESSORS IN INTEREST

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto, all of whom shall be jointly and severally liable hereunder.

ARTICLE IX

TERMINATION AND DEFAULT

SECTION 9.01 TERMINATION OF PRIOR AGREEMENTS

It is mutually agreed that this Lease shall terminate and supersede any prior Leases or agreements between the parties hereto for the purpose of operating a Specialty Retail concession and all related activities of TENANT at the Airport.

SECTION 9.02 TERMINATION FOR DEFAULT

The COUNTY may terminate this Lease and all of its obligations hereunder, with or without prior notice to TENANT and may exercise all rights of entry for default and breach, if the TENANT fails to perform on any of its obligations under this Lease including but not limited to the following:

- A. Payment of Rents;
- B. A general assignment for the benefit of creditors and any Transfer without the prior written approval by the COUNTY;
- C. The issuance of any execution or attachment against TENANT at the Airport which is undischarged within sixty (60) days of levy or seizure or if the Leased Premises are occupied by someone other than TENANT;

- D. The voluntary vacation or abandonment by TENANT of the operation of a specialty retail concession at the Airport;
- E. The violation by TENANT of any of the terms of any insurance policy referred to in the Lease;
- F. If TENANT is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of TENANT's business;
- G. The unwarranted violation of any reasonable written directions of the Airport Director;
- H. The appointment of a receiver to take possession of all, or substantially all, the assets of TENANT located in the Leased Premises or of TENANT's rights in the Leased Premises;
- I. TENANT discontinues operations for thirty (30) days or more where applicable, and unless otherwise stated in this Lease, or by written notice, TENANT shall have fifteen (15) calendar days to cure any notice of default prior to termination of this Lease.

SECTION 9.03 CONDITION OF LEASED PREMISES UPON TERMINATION OR DEFAULT

Except as otherwise agreed to herein, upon termination or default of this Lease, TENANT shall redeliver possession of said Leased Premises to COUNTY in substantially the same condition that existed immediately prior to TENANT's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the Lease in this agreement shall include termination by reason of expiration.

SECTION 9.04 OWNERSHIP OF IMPROVEMENTS

All improvements constructed or placed within the Leased Premises by TENANT must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require TENANT, at TENANT's sole cost and expense, to remove any or all improvements located within the Leased Premises at the expiration or termination hereof.

SECTION 9.05 DISPOSITION OF ABANDONED PERSONAL PROPERTY

If TENANT abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to TENANT and left on the Leased Premises Areas thirty (30) days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to TENANT or to any person claiming under TENANT, and shall have no need to account therefor. Personal property left on the Leased Premises after termination, expiration,

or abandonment of the Lease shall not be construed as giving TENANT possession of the Leased Premises during the thirty (30) days after termination, expiration or abandonment of the Lease.

SECTION 9.06 QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION OR DEFAULT

Upon termination of this Lease for any reason, including, but not limited to, termination because of default by TENANT, TENANT shall execute, acknowledge, and deliver to COUNTY within thirty (30) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title and interest of TENANT in the Leased Premises is quitclaimed to COUNTY. Should TENANT fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of TENANT to execute, acknowledge and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all right of TENANT or those claiming under TENANT in and to the Leased Premises.

SECTION 9.07 COUNTY'S RIGHT TO RE-ENTER

TENANT agrees to yield and peaceably deliver possession of the Leased Premises to COUNTY on the date of termination or default of this Lease, whatsoever the reason for such termination or default.

Upon giving written notice of termination or default to TENANT, COUNTY shall have the right to re-enter and take possession of the Leased Premises on the date such termination or default becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination or default of the Lease and re-entry of the Leased Premises by COUNTY shall in no way alter or diminish any obligation of TENANT under the Lease terms and shall not constitute an acceptance or surrender.

TENANT waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Leased Premises for any lawful reason or in the event COUNTY re-enters and takes possession of the Leased Premises in a lawful manner.

Upon the expiration or early termination of this Lease, TENANT shall cooperate fully with the COUNTY and any successor to TENANT to ensure an effective and efficient transition of TENANT's operations within the Leased Premises to TENANT's successor. TENANT acknowledges its responsibility to help ensure continued operations within the Leased Premises in a first class manner during any transition to a successor. TENANT shall take no action that would impair the ability of any successor to commence and maintain such concession operations.

ARTICLE X

INSURANCE AND INDEMNITY

SECTION 10.01 INSURANCE

TENANT agrees to purchase all required insurance at TENANT's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this Lease.

TENANT agrees that TENANT shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no cases shall assurances by TENANT, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. TENANT also agrees that upon cancellation, termination, or expiration of TENANT's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Airport Director reinstates the Lease.

If TENANT fails to provide Airport Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, COUNTY and TENANT agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to TENANT, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and TENANT's employees and agents, from entering the Premises until such time as Airport Director is provided with adequate evidence of insurance required herein. TENANT further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

TENANT may occupy the Premises only upon providing to COUNTY the required insurance stated herein and maintain such insurance for the entire term of this Lease. COUNTY reserves the right to terminate this Lease at any time TENANT's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. TENANT shall pay COUNTY a fee of \$300.00 for processing the reinstatement of the Lease. TENANT shall provide to COUNTY immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of TENANT pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for TENANT. TENANT shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the TENANT under this Lease. It is the obligation of

the TENANT to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by TENANT through the entirety of this Lease and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of TENANT's current audited financial report. If TENANT's SIR is approved, TENANT, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

- In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from TENANT's, its agents, employee's or subcontractor's performance of this Agreement, TENANT shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) TENANT's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the TENANT's SIR provision shall be interpreted as though the TENANT was an insurer and the COUNTY was the insured.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the TENANT shall provide the minimum limits and coverage as set forth below:

Coverages

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence \$2,000,000 aggregate

Coverages

Automobile Liability including coverage for owned, nonowned and hired vehicles

Workers' Compensation

Employers' Liability Insurance

Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all contents and any TENANT improvements including Business Interruption/Loss of Rents with a 12 month limit.

Liquor Liability (As Applicable)

Minimum Limits

\$1,000,000 limit per

occurrence

Statutory

\$1,000,000 per occurrence

100% of the Replacement Cost Value and no coinsurance provision.

\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state- As Required by Written Agreement.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the TENANT's insurance is primary and any insurance or self-insurance maintained by the COUNTY of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the COUNTY of Orange, its elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state- As Required by Written Agreement.

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

The Commercial Property policy shall contain a Loss Payee endorsement naming the COUNTY of Orange as respects the COUNTY's financial interest when applicable.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by Airport Director TENANT has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

COUNTY expressly retains the right to require TENANT to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by COUNTY of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify TENANT in writing of changes in the insurance requirements. If TENANT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to TENANT, and COUNTY shall be entitled to all legal remedies.

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

SECTION 10.02 INDEMNITY

To the fullest extent authorized by law, the TENANT shall indemnify, defend, and hold the COUNTY, its officers, and employees, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, orders, and lawsuits, arising out of the TENANT's operations at John Wayne Airport, including the cost of defense arising therefrom. The TENANT's indemnity obligations stated herein also apply to those actions arising from and which involve the TENANT's officers, agents, subcontractors, and employees. The TENANT's indemnity obligations shall not apply in the event of any loss, damage, or expense arising from the sole or active negligence and/or willful misconduct of the COUNTY or of the COUNTY's officers, employees, agents, servants, or independent contractors.

In the event the indemnitees described herein are named as defendants or respondents in any lawsuit or administrative proceeding, the TENANT shall, at the request of the COUNTY, represent the indemnitee with qualified counsel that the COUNTY determines is acceptable. In the event that a monetary judgment is awarded against the COUNTY and the TENANT because of the concurrent negligence of the COUNTY and the TENANT or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made

by a court of competent jurisdiction. Both the COUNTY and the TENANT agree that neither party shall request a jury apportionment.

Nothing stated in this Lease and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Lease. The rights and obligations set forth in this paragraph shall survive the termination of this Lease.

ARTICLE XI

FEDERAL GRANT ASSURANCES AND REQUIREMENTS

SECTION 11.01 NONDISCRIMINATION

- A. TENANT, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - No person on the grounds of race, creed, color, sex, national origin, sex, age, or disability shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises. TENANT will comply with all federal, state, and local laws relating to nondiscrimination.
 - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations (C.F.R.) Part 23 TENANT agrees that it will not discriminate against any Airport Concession Disadvantaged Business Enterprise (ACDBE) in connection with the award or performance of any agreement covered by 49 C.F.R. Part 23.
 - 3) In the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
 - 4) TENANT shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R. Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the CIVIL RIGHTS ACT OF 1964, and as said Regulations may be amended.
 - In the event facilities are constructed, maintained or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, TENANT shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of

Transportation-Effectuation of Title VI of the CIVIL RIGHTS ACT OF 1964, and as said Regulations may be amended.

- B. In the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CODE OF FEDERAL REGULATIONS, Part 21, are followed and completed, including expiration of appeal rights.
- C. TENANT shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.
- D. Noncompliance with paragraph C. above shall constitute a material breach thereof and in the event of such noncompliance COUNTY shall have the right to terminate this Lease and the estate hereby created without liability therefor; or at the election of COUNTY or the United States either or both said Governments shall have the right to judicially enforce paragraphs A., B., and C.
- E. TENANT agrees that it shall insert the above four paragraphs in any Lease, agreement (contract, *etc.*) by which said TENANT grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public in the Leased Premises.

SECTION 11.02 DEVELOPMENT/MAINTENANCE OF AIRPORT

COUNTY reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of TENANT, and without interference or hindrance.

COUNTY reserves the right, but shall not be obligated to TENANT, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of TENANT in this regard.

SECTION 11.03 LEASE SUBORDINATE TO AGREEMENT WITH U.S.A.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States or any lawful requirement of the United States relative to the development, operation or maintenance of the Airport.

SECTION 11.04 USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS

TENANT agrees that TENANT's use of the Leased Premises, including all construction thereon, shall conform to applicable Federal Aviation Regulations. TENANT shall also obey all local, State and federal rules, regulations and laws, including compliance with Transportation Security Administration and Airport security rules and regulations.

TENANT agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (as same may be amended from time to time or such other regulation replacing Part 77 as may be adopted by Federal authority) prior to the construction of the improvements described herein and prior to the construction of any future structure or building upon the Leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

SECTION 11.05 NONEXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of §308a of the FEDERAL AVIATION ACT OF 1958 (49 U.S.C. §1349).

SECTION 11.06 RESERVATION OF AVIGATION EASEMENT

COUNTY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport.

SECTION 11.07 HEIGHT LIMITATION OF STRUCTURES

TENANT by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises hereunder (if any) which would penetrate the imaginary surfaces as defined in Part 77 of the FEDERAL AVIATION REGULATIONS (as same may be amended from time to time or as such regulation replacing Part 77 may be adopted by Federal authority) or such other lesser altitude as may be required by COUNTY. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the Leased Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of TENANT. TENANT shall be responsible for filing Form 7460 for any construction and/or height of construction equipment with the FAA, if required.

SECTION 11.08 NON-INTERFERENCE WITH AIRCRAFT

TENANT by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the Leased Premises and hereby cause the abatement of such interference at the expense of TENANT.

SECTION 11.09 WAR OR NATIONAL EMERGENCY

This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

SECTION 11.10 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

TENANT understands and acknowledges the following:

This Lease is subject to the requirements of the U.S. Department of Transportation's regulations at 49 CFR Part 23. TENANT agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement covered by 49 CFR Part 23. TENANT agrees to include the above statements in any subsequent agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include such statements in further agreements.

TENANT shall provide a monthly report of ACDBE participation, if any, reported as a dollar amount and as a percent of total contract gross receipts. If no ACDBE participation is achieved during the month, TENANT shall provide a report so stating. In addition, TENANT shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

ARTICLE XII

MISCELLANEOUS PROVISIONS

SECTION 12.01 TIME

Time is of the essence in this Lease.

SECTION 12.02 LEASE ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this Lease into separate Sections and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

SECTION 12.03 AMENDMENTS

This Lease sets forth all of the agreements and understandings of the parties with regard to its subject matter and any modification must be written and properly executed by both parties.

SECTION 12.04 SIGNS

TENANT agrees not to construct, maintain or allow any sign upon the Leased Premises except as approved by Airport Director. TENANT will comply with the JWA TENANT Design Guidelines and JWA Construction Manual. Unapproved signs, banners, flags, etc., may be removed by Airport Director without prior notice to TENANT.

SECTION 12.05 PERMITS AND LICENSES

TENANT shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Leased Premises as set out herein. No permit approval or consent given hereunder by COUNTY in its governmental capacity shall affect or limit TENANT's obligations hereunder, nor shall any approvals or consents given by COUNTY as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

SECTION 12.06 CONTROL OF HOURS AND PROCEDURES

TENANT shall at all times maintain the JWA provided hours of operation.

- A. <u>Hours of Operation</u> In each location and on each day, TENANT shall operate during those hours as designated by the Airport Director. Airport Director, at his/her own discretion, may provide approved hours of operation for certain holidays or events; TENANT must comply with these hours.
- B. <u>Airport Director May Alter Hours</u> Airport Director may, upon notice to TENANT, require earlier opening times or later closing any location. TENANT shall comply with said hours. In the event of an emergency, the Airport Director may require concession to support emergency operations. Airport Director may, from time to time, authorize a later opening or earlier closing time for any location, provided he first finds that TENANT has submitted adequate justification.

SECTION 12.07 RESERVED

SECTION 12.08 TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment or other property installed or constructed thereon, shall be the full responsibility of TENANT, and TENANT shall cause said taxes and assessments to be paid promptly.

SECTION 12.09 CIRCUMSTANCES WHICH EXCUSE PERFORMANCE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse TENANT from the prompt payment of any rents or other charge required of TENANT except as may be expressly provided elsewhere in this Lease.

SECTION 12.10 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 12.11 WAIVER OF RIGHTS

The failure of COUNTY or TENANT to insist upon strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any right or remedy that COUNTY or TENANT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the Lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this Lease. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

SECTION 12.12 RESERVATIONS TO COUNTY

The Leased Premises are accepted as is and where is by TENANT subject to any and all existing easements and encumbrances. COUNTY reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along the Leased Premises or any part thereof; and to enter the Leased Premises for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. No right reserved by COUNTY in this Section shall be so exercised as to interfere unreasonably with TENANT's operations hereunder or to impair the security of any secured creditor of TENANT.

COUNTY agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Leased Premises by

TENANT, TENANT shall only be entitled to a reduction in the rents payable to COUNTY during the period of interference, which shall be reduced in proportion to the interference with TENANT's use of the Leased Premises. TENANT shall not be entitled to any other form of compensation.

SECTION 12.13 AUTHORITY OF TENANT

If TENANT is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.

SECTION 12.14 PUBLIC RECORDS

TENANT understands that written information submitted to and/or obtained by COUNTY from TENANT related to this Lease and/or the Leased Premises, either pursuant to this Lease or otherwise, may be open to inspection by the public pursuant to the California Records Act (GOVERNMENT CODE §§6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public.

SECTION 12.15 RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of lessor and TENANT, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of TENANT in the conduct of TENANT's business or otherwise, or a joint venture with TENANT; and the provisions of this Lease and the agreements relating to rents payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This Lease is intended for the sole benefit of the parties hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

SECTION 12.16 GOVERNING LAW AND VENUE

This Lease has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 12.17 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

SECTION 12.18 NOTICES

All notices pursuant to this Lease shall be addressed to either party as set forth below and shall be sent through the United States Mail, in the State of California, duly registered or certified, return receipt requested with postage prepaid or by an overnight carrier service. If any notice is sent by an overnight carrier service, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above COUNTY may also provide notices to TENANT by personal delivery or by regular mail postage prepaid and any such notice so given shall be deemed to have been given upon the date of personal delivery or three (3) days after the date of deposit in the United States Mail, respectively.

TO: COUNTY

TO: TENANT

John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626

Either party hereto may from time to time, by written notice to the other in the method described above, designate a different address which shall be substituted for the one above specified.

(SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties have execuritten.	cuted this Lease the day and year first above
TENA	ANT:
Ву: _	
Ву: _	
APPROVED AS TO FORM:	
County Counsel	
By:	
APPROVED AS TO AUDIT AND ACCOUNTIN	G:
Auditor-Controller	
By:	
RECOMMENDED FOR APPROVAL:	
John Wayne Airport	
By: Barry A. Rondinella Airport Director	
Signed and certified that a copy of this document has been delivered to the Chair Of the Board per G.C. Sec. 25103, Reso 79-1535 Attest:	COLINTY
	COUNTY
	COUNTY OF ORANGE
	By: Chairwoman, Board of Supervisors

Clerk of the Board of Supervisors Orange County, California

EXHIBIT A

LEASED PREMISES DESCRIPTION

Parcel Number: PM 1121-0350-

Project Name: John Wayne Airport

The Leased Premises referred to in this Lease shall mean all the premises shown on floor plans shown on Exhibit B which exhibit is attached hereto and by reference made a part hereof.

Leased Premises are those certain areas designated as concession locations as set forth below in the Leased Premises Summary Table below. The Leased Premises are located on the arrival and departure levels, and is situated within the John Wayne Airport, Thomas F. Riley Terminal Building at 18601 Airport Way, in the City of Santa Ana, County of Orange, State of California, and located on Lots 132 and 135 of Block 7 of the Irvine Subdivision, per map recorded in Book A, Page 88 of Miscellaneous Maps in the Office of the County Recorder of Orange County, together with the right of ingress and egress thereto.

EXHIBIT B

MAP OF LEASED PREMISES LOCATIONS

EXHIBIT C

SPECIALTY RETAIL (PERMITTED USE)

Specialty High End Retail:

The non-exclusive sale of merchandise reflective of the proposed concept(s). The categories suggested below, are provided as a guideline. JWA encourages creativity regarding concept, design and layout.

Luxury Accessories

- High End Prestige Cosmetics/Body Care

- Designer Apparel
 Theme Park merchandise
 High End Jewelry/Watches
- Leather Goods

Operator is required to comply with JWA interactive Wayfinding signage with menus, ordering, designated pickup locations and delivery system.

The following items/services are not permitted:

- News and Gift items
- Tobacco, e-cigarettes, cannabis products, and/or vaporizers
- Spa Services
- Electronics
- Food/Beverage products
- Candy and prepacked snacks

EXHIBIT D

CONCESSION IMPROVEMENT PLAN (TO BE PROPOSED)

EXHIBIT E

${\bf MERCHANDISE\ AND\ PRICING\ (TO\ BE\ PROPOSED)}$

EXHIBIT F

REQUIREMENTS FOR CAD COMPATIBLE PLANS

A complete set of as-built drawing files or Report's Exhibits and Figures will be required by the County of Orange, John Wayne Airport CAD Division. The CAD Division will only accept CAD files which are completed in the following manner:

- 1. All architectural, engineering, and construction CAD drawing files will be done using MicroStation, or newer and/or Microstation-based design and drafting package.
- 2. All geographic data, spatial analysis, GIS maps, exhibits, and figures will be done using Intergraph GeoMedia or ISRI Arc View or Bentley MicroStation Geographics.
- 3. All CAD files must conform to John Wayne Airport CAD Specifications.

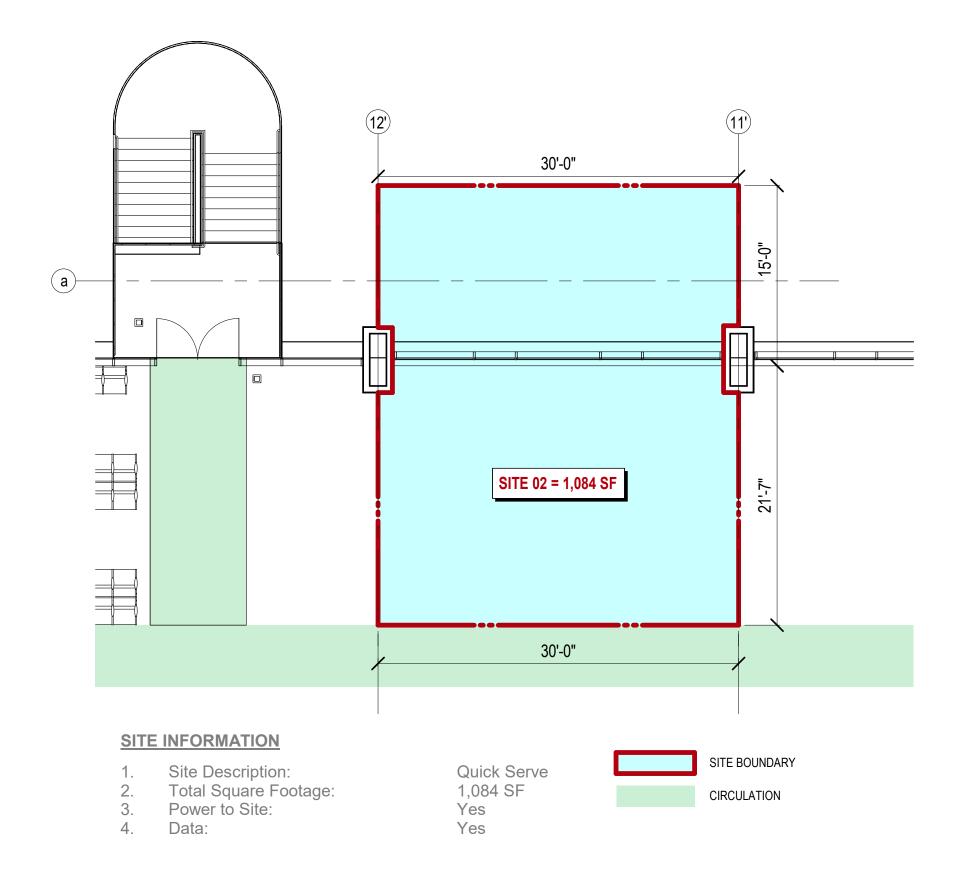
Hardcopy requirements for the CAD Division are:

- 1. One complete set of full size and on 18" by 24" size set of as-built drawings.
- 2. One complete set of Reports.

EXHIBIT G

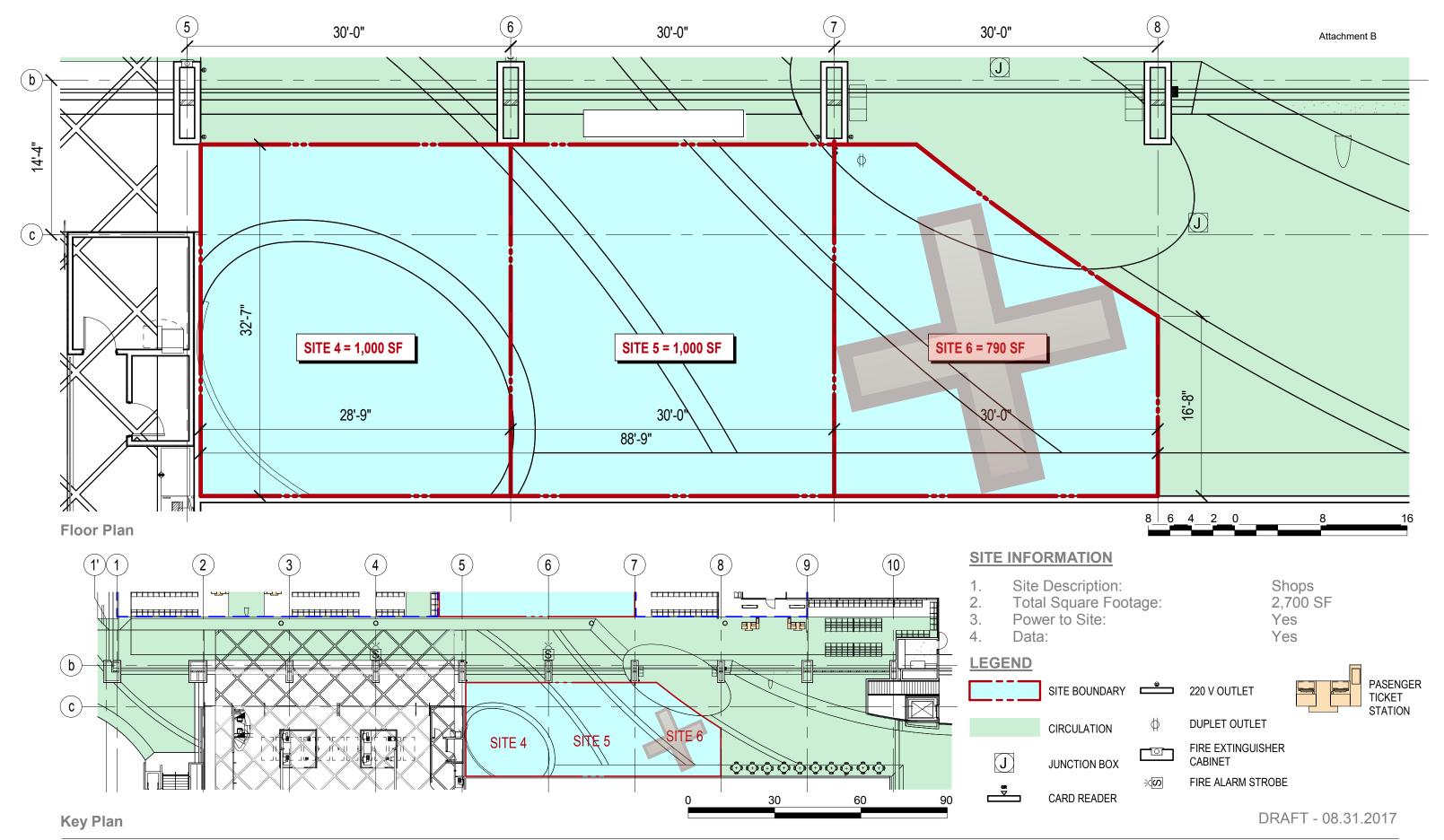
PERCENTAGE RENT

Specialty Retail Tiered Rent by Gross Revenue		
\$ -	\$500,000.00	12%
\$500,000.01	\$750,000.00	14%
\$750,000.01		16%



12.06.2019

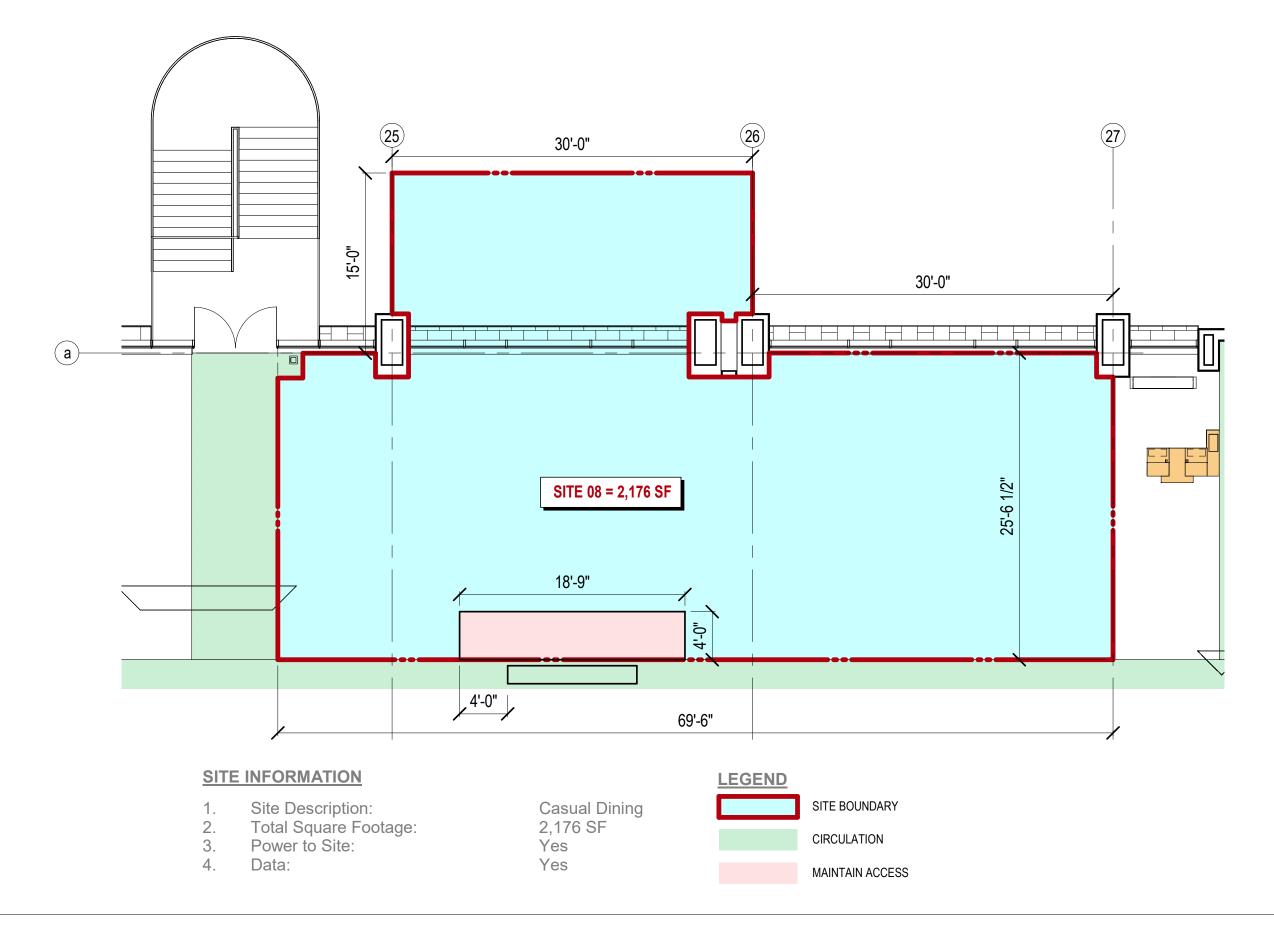






JWA - CONCESSION STAND ANALYSIS

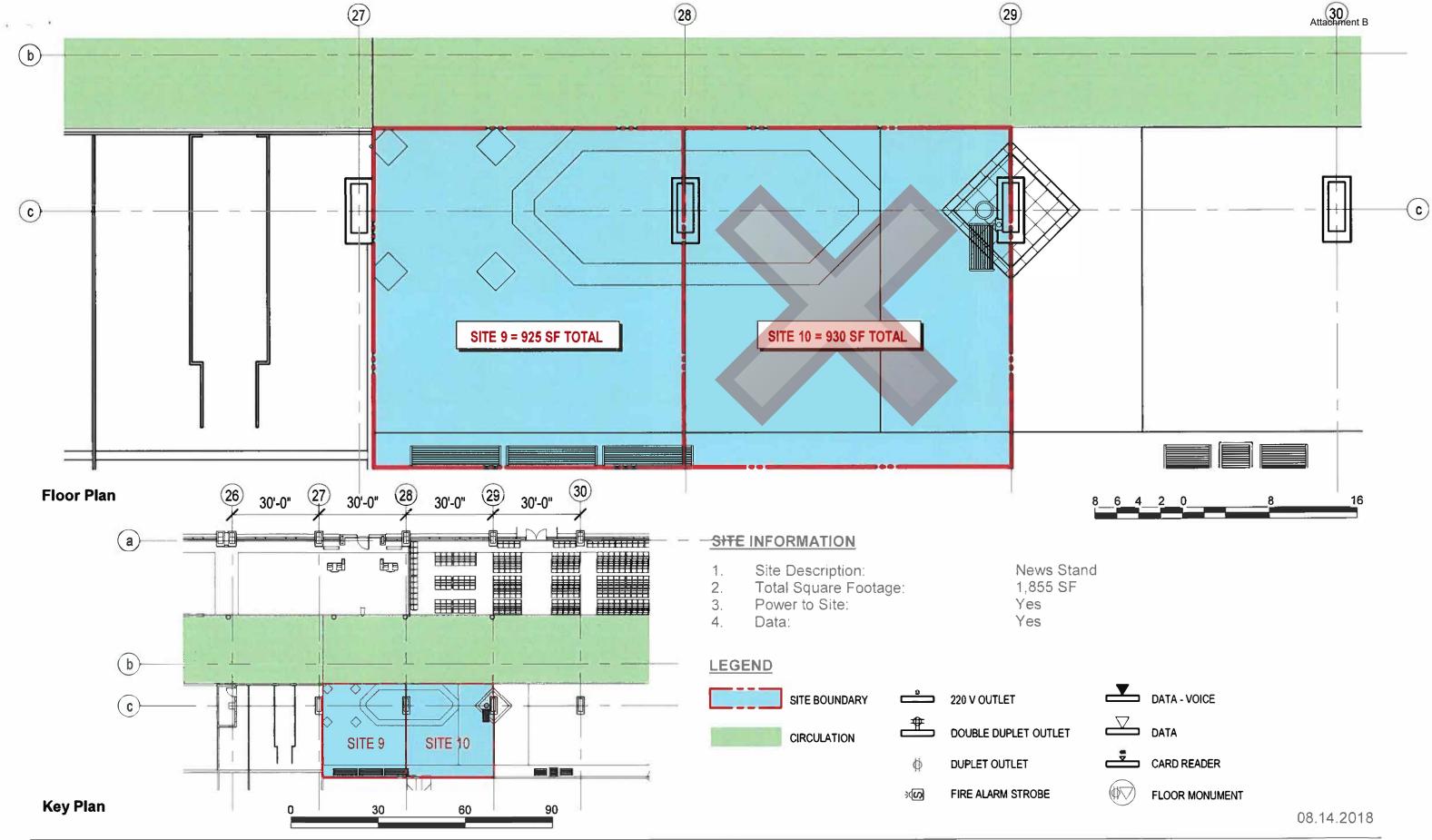




12.06.2019



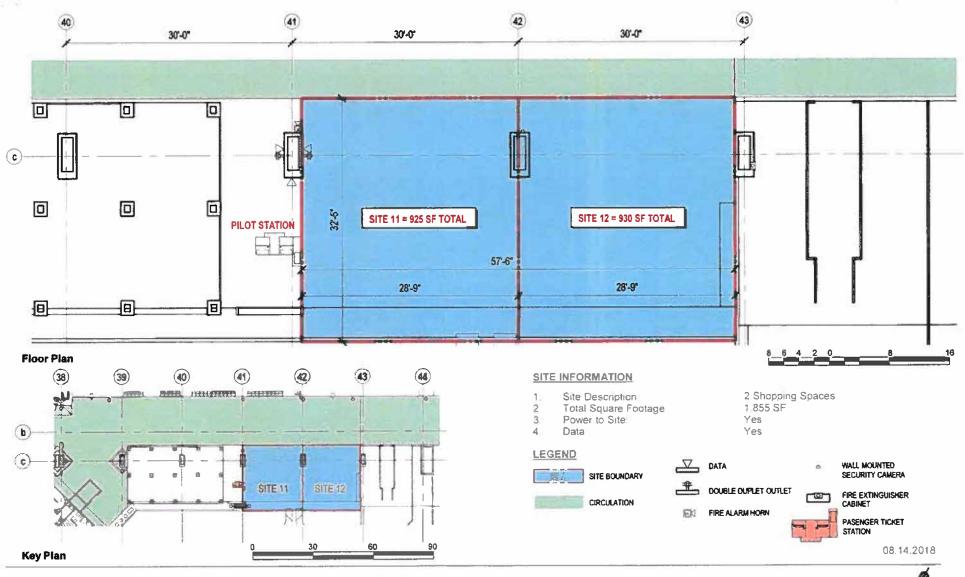




JWA - CONCESSION STAND ANALYSIS

SITE 9 - SPECIALITY RETAIL
*lease outline drawings are estimates and are subject to change



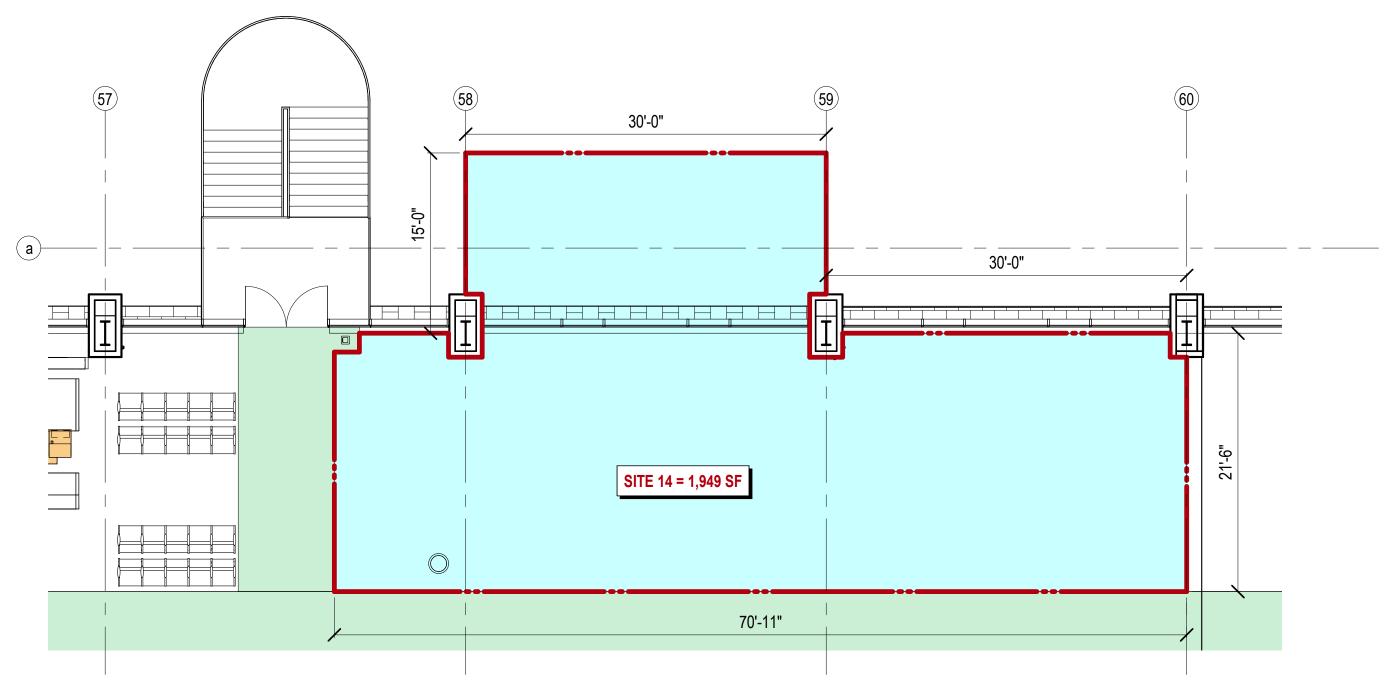


JWA - CONCESSION STAND ANALYSIS

SITE 11 & 12 - 2 SPACES

*lease outline drawings are estimates and are subject to change





SITE INFORMATION

- Site Description:
- Total Square Footage:
- Power to Site:
- Data:

Casual Dining 1,949 SF

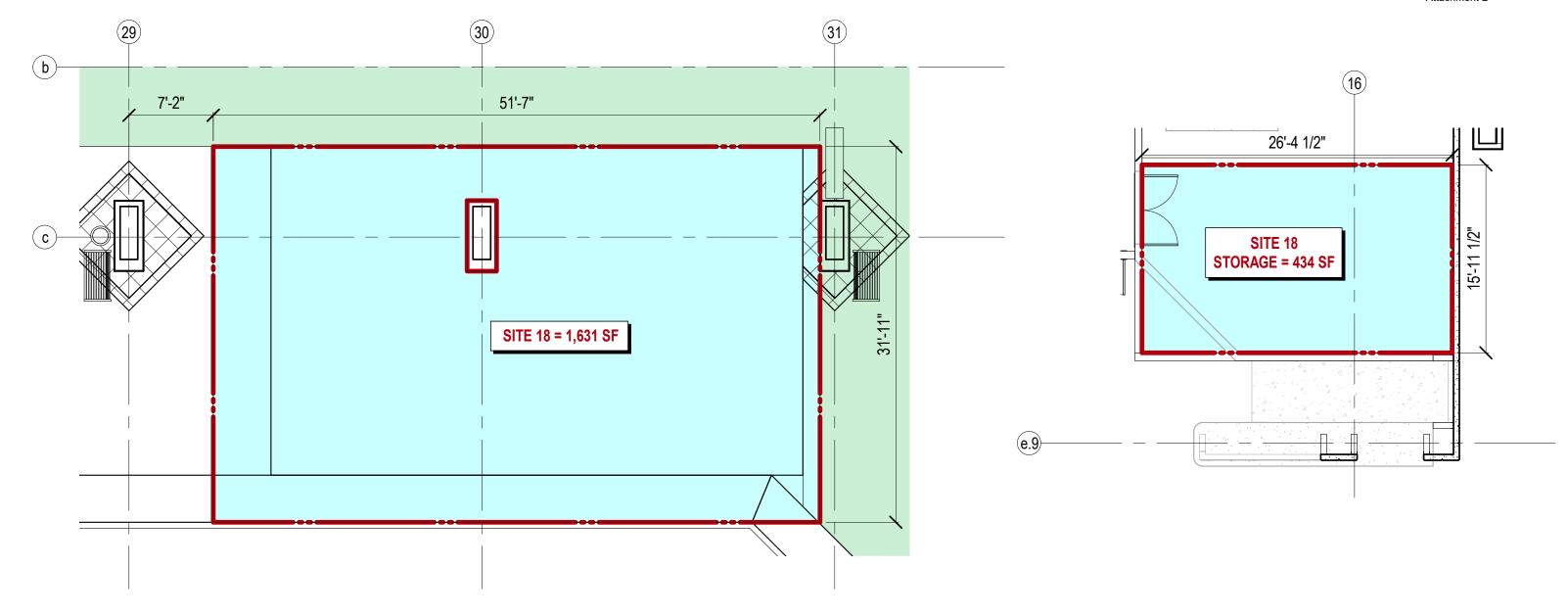
Yes Yes



CIRCULATION

12.06.2019





SITE INFORMATION

Specialty Gift/Bar 1,631 SF Site Description:

Total Square Footage:

Power to Site: Data:

Yes 434 SF Storage Square Footage:

LEGEND



12.06.2019

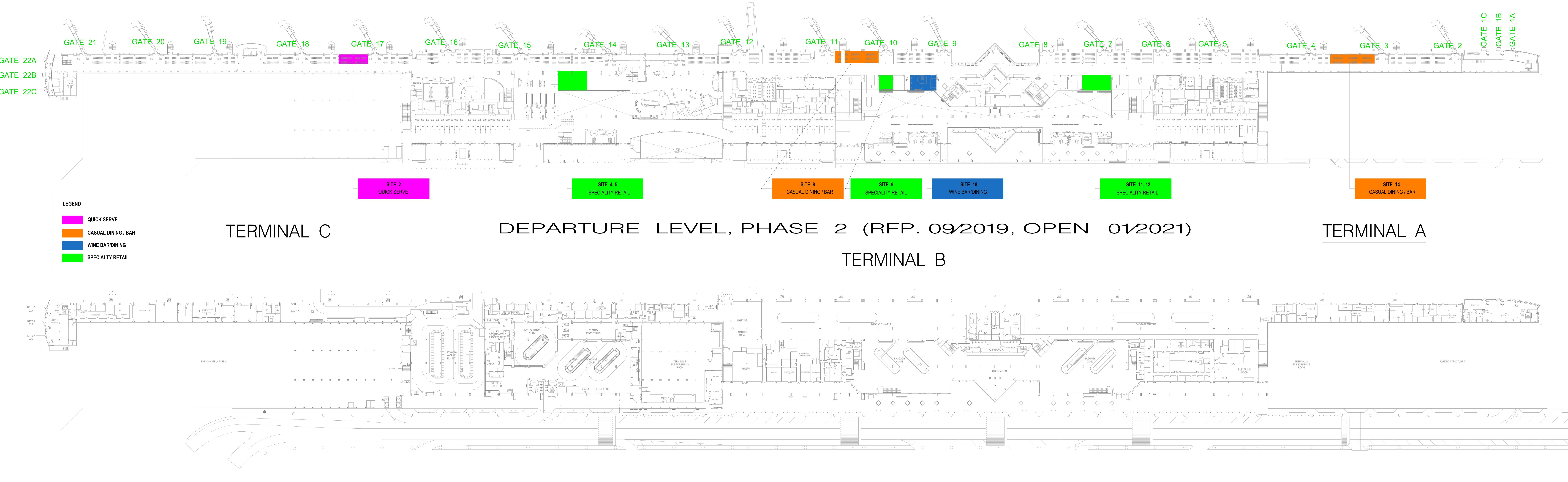




Yes



Attachment



ARRIVAL LEVEL, PHASE 2 (RFP. 09/2019, OPEN 01/2021)

2020 Phase 2 Concession Development Program Schedule

Event	Schedule
Outreach/Informational Meeting	January 15, 2020
RFQ Issuance	January 16, 2020
RFQ Questions Cut-off	January 21, 2020 @ 2:00 p.m.
RFQ Submittal Cut-off	January 28, 2020 @ 2:00 p.m.
Memo to Board of Supervisors of Qualified Proposers	February 4, 2020
RFP Issuance	February 5, 2020
Pre-Proposal Meeting and Site Walk (Not Mandatory)	February 7, 2020 @ 12:00 p.m.
RFP Questions Cut-off	February 14, 2020 @ 2:00 p.m.
RFP Submittal Cut-off	March 12, 2020 @ 2:00 p.m.
Panel Review/Interviews	Week of April 6 th
Airport Commission Meeting	May 6, 2020
Board of Supervisors Award of Leases	May 19, 2020
Design and Permitting	May-September 2020
Construction Period	June-November 2020
Opening	October-December 2020

Attachment E



MEMORANDUM

TO: David Pfeiffer

CC: Amy Goethals, JWA

Bhavesh Patel, Unison Ken Buckner, Unison

FROM: Firelli Pitters

DATE: October 1, 2019

SUBJECT: Food & Beverage Pro Forma Analysis Review

Introduction & Project Summary-to-Date

To date, Unison has completed a preliminary situational analysis of the current concessions program at John Wayne Airport (JWA), reviewed JWA's program to comparable airports, assessed space requirements to serve future passenger traffic, and validated the size and the need for additional concession locations for Phase II of the concessions plan.

To maintain continuity of customer service and optimize revenues throughout a complex phasing plan, it is critical that concessions planning is performed using a holistic approach encompassing all current and future locations. The resulting program should have the appropriate balance of concession categories (i.e. casual dining, quick service, coffee, bar, specialty retail, news, and services) and be properly sized and well located for passenger needs. The solicitation strategy should be structured in a manner that creates competition, opportunities for small, local, and national concessionaires as well as excitement and interest from the industry. As such, the implementation of Phase I and II will ultimately supports the phased transition and redevelopment of the concessions program slated in Phase III and IV.

Phase I has already been awarded and features new local food concepts and much needed coffee and specialty retail concessions. The size and locations of the Phase II concession opportunities are appropriate to accommodate the immediate need for additional food and specialty retail offerings. As we move forward, the planning efforts for Phases III and IV

should be performed concurrently and will need to be adjusted to identify opportunities to accurately size the concession program by returning any surplus space back to the terminal complex, ensuring the financial viability of the program for potential operators while optimizing revenue and passenger satisfaction.

As a follow up to our meeting on September 9th, Unison reviewed the preliminary Food and Beverage pro forma calculations prepared by JWA for the planned concession spaces for Phase II, as described below.

Phase II - Food & Beverage Concessions

Based on historical gross sales performance at JWA, data for similar concepts at other airports, and industry operating costs for concessionaires, we conducted a pro forma analysis for each location, independent of the assumptions that were used in the initial pro forma calculations prepared by JWA. In sum, all the Phase II locations are financially viable:

- Casual Dining/Bar 2,300 SF
- Casual Dining/Bar 2,300 SF
- Quick Service Restaurant (QSR) 850 SF
- Wine Bar 1,722 SF

A summary of our assumptions used in the analysis are described below.

Phase II offers four distinct food & beverage locations that can be offered as individual packages. In the previous solicitation, Respondents were able to propose on one or more locations but could be awarded up to a maximum of two locations. Based on the pro forma analysis of each location, this leasing approach is viable for Phase II.

As shown in Table 1, per our industry research we believe that initial capital investment estimates of \$750 per square foot for the Casual Dining and QSR locations, and \$500 per square foot for the Wine Bar location provide for a more realistic assessment of actual investment costs. Our analysis of food and beverage sales trending at JWA and sales performance of similar units at other airports resulted in the subsequent Sales per Enplanement projections shown in Table 1, which we believe are realistic (and potentially conservative). The resulting revenue generated via a tiered percentage rent structure of 12 - 16% of gross sales (16 - 20% for the Wine Bar space based on sales primarily deriving from alcohol sales) is in line with industry standards. Assuming a 10-year term and the assumptions described above and below in Table 1, the Internal Rate of Return (IRR), which takes into account the estimated annual cash flow and capital investment, produced for each space/package demonstrates viability and creates business opportunities for the concessions industry.

Table 1 – Summary of Assumptions Used for Food & Beverage Pro Forma Analysisⁱ

Suggested RFP Package Concept Square Feet	FB-P1 Casual Dining 2,300	FB-P2 Casual Dining 2,300	FB-P3 Quick Service 850	FB-P4 Wine Bar 1,722
Initial Capital Investment	\$750/SF	\$750/SF	\$750/SF	\$500/SF
Estimated \$/EP for 1st Year	\$0.72	\$0.72	\$0.26	\$0.40
Operating Expenses	91.1%	91.1%	85.6%	86.7%
-1st Year MAG	\$100/SF	\$100/SF	\$100/SF	\$100/SF
-% Rent	12-16%	12-16%	12-16%	16-20%
Estimated IRR	10.9%	10.9%	24.9%	24.9%
Length of Term	10 years	10 years	10 years	10 years

Next Step

As a next step, Unison will conduct a separate exercise and review the Specialty Retail pro forma analysis initially prepared by JWA. Similarly, we will review historical sales information, data for similar concepts at other airports, and industry operating costs for specialty retail concessionaires. Our findings will be presented to JWA in a separate memorandum.

ⁱ Internal Rate of Return (IRR) is comprised of the estimated capital investment and annual cash flow but does include interest or taxes.



Continuation or Deletion Request

Date:	1/13/2020			
To:	Clerk of the Board of Supervisors			
From	m: Barry A. Rondinella, Airport Director, John Wayne Airport			
Re:	ASR Control #: $19-001259$, Meeting Date $1/14/20$ Agenda Item No. # 26			
Subje	ubject: Authorize Request for Qualifications and Request for Proposals for			
	Concessions			
Request to continue Agenda Item No. # <u>26</u> to the <u>1/28/20</u> Board Meeting. Comments:				
Request deletion of Agenda Item No. #				
Comments:				

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001413

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Orange County Housing Authority

BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: OC Community Resources (Approved)

DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788

Julia Bidwell (714) 480-2991

SUBJECT: Approve Sale and Transfer Request for Irvine Inn

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: 05/05/1998 #55, 06/20/1995 #62A, 04/12/1994 #67A

RECOMMENDED ACTION(S):

Acting as the Board of Commissioners to the Orange County Housing Authority:

- 1. Approve the sale and transfer of Irvine Inn (formerly Irvine Inn SRO) from Irvine Inn Limited Partnership to Irvine Inn Apartments LP and the assignment of the County's Regulatory Agreement to a new First Deed of Trust.
- 2. Authorize OC Community Resources Director or designee to execute agreements, contracts, instructions and instruments necessary or consistent with the sale and transfer in the terms set forth in this Agenda Staff Report in a form as approved by County Counsel.

SUMMARY:

Approval of the sale and transfer of Irvine Inn will allow for the continued operation of low- and very low-income housing in Orange County.

BACKGROUND INFORMATION:

On April 27, 1993, the Board of Supervisors (Board) approved in concept the Irvine Inn Single Room Occupancy (SRO) low-income housing development, now known as Irvine Inn, proposed by McCormack Baron Salazar Urban Development Co., Aragon Affordable Housing, Inc. and Shawntana Management Corporation and directed staff to proceed with negotiations of a loan for approximately \$2 million and submit its recommendations for further considerations. On April 12, 1994, the Board approved a \$2 million loan for the development. On October 25, 1994, the Board approved the inclusion of special loan terms, including provisions of a non-defiant clause and controls on project operating costs. On June 20, 1995, the Board approved the subordination of affordability covenants to the first deed of trust and the developer's use of project cash flow and authorized execution of loan documents. Subsequently, through a loan agreement dated June 23, 1995, the Orange County Housing Authority (OCHA) provided a \$2 million loan for construction of the development. On May 5, 1998, the Board approved the subordination of the existing loan agreement to permanent financing. The development is a 194-unit SRO serving low-and very low-income households located at 2810 Warner Avenue in the City of Irvine. All units are restricted between 30 percent and 50 percent Area Median Income (AMI) rent levels for a term of 55 years.

MBA Urban Development Co., a Missouri Corporation, is currently the Managing General Partner and Aragon Affordable Housing, Inc., a California Corporation, is the nonprofit Co-General Partner for the Irvine Inn.

General Partners have exclusive control over the business of the Partnership and have all rights, powers and authority to manage and control the business affairs of the Partnership. The Limited Partner may engage in and possess any interest in other business ventures (including limited partnerships) of every kind, nature and description, independently or with others, but does not take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership, nor does it have the power of authority to bind the Partnership to any agreement or document in the name of the Partnership.

The 15-year tax credit compliance period for this project has ended and generally this is the period when certain investors ask to divest themselves from affordable housing projects resulting in sales or refinances. As such, Irvine Inn Apartments LP, a limited partnership formed by Legado Companies (Legado) and Foundation for Affordable Housing (FFAH), is taking this opportunity to acquire the property and is requesting the County approve the sale and transfer of the Irvine Inn from Irvine Inn Limited Partnership to Irvine Inn Apartments LP. Pursuant to the County's Loan Agreement with Irvine Inn Limited Partnership, the borrower needs to obtain written County consent to sell or transfer the project or any portion thereof. As proposed, FFAH V Irvine Inn, LLC will be the nonprofit Managing General Partner, Irvine Inn GP LLC will serve as the Administrative General Partner and Legado Irvine LLC, wholly owned by Legado, will be the Limited Partner. FFAH V Irvine Inn is a Foundation for Affordable Housing affiliated company. The current property management company, McCormack Baron Management, will be replaced with JDC Management Company (JDC), a Legado affiliate.

Legado is a privately-owned real estate investment company headquartered in Beverly Hills specializing in building, operating and financing the construction of quality residences and retail spaces to build strong and vibrant communities. Legado's portfolio includes Low-Income Housing Tax Credit properties, such as Park Stanton Place, a 335-unit affordable senior housing development in the City of Stanton, financed with a \$1 million loan from OCHA, for which Legado currently serves the Administrative General Partner and Limited Partner.

FFAH, the nonprofit Managing General Partner, is a 26 year-old tax-exempt 501(c)(3) public benefit nonprofit corporation with expertise and experience in the development acquisition and operation of low-income and senior housing. FFAH has assisted in developing over 220 properties with an aggregate value of approximately \$2 billion. FFAH owns 194 properties consisting of 19,028 affordable housing units. FFAH currently owns several properties in the County's portfolio, such as Sterling Court, Coventry Heights, The Jasmine at Founders Village and Fullerton City Lights and currently serves as the nonprofit Managing General Partner at Park Stanton Place and Plaza Court currently owned by Legado.

JDC is headquartered in Los Angeles and operates and manages market rate and affordable multifamily communities throughout California totaling more than \$625 million in assets under ownership and management. Currently, Legado and JDC owns and manages four affordable housing properties in California, including two properties in the County's affordable housing portfolio, Park Stanton Place and Plaza Court. On-site property management services at both properties are provided by Moss & Company, a subcontractor of JDC. Moss & Company, or Moss Management Services, Inc. (Moss), is headquartered in Sherman Oaks and has been managing real estate for over 55 years. Moss manages industrial, office and retail space, as well as over 12,000 multifamily housing units, of which 1,490 units are designated as affordable.

Approval of the sale and transfer of the Irvine Inn to Irvine Inn Apartments LP, a team of experienced affordable housing investors and operators, and the assignment of the existing County Regulatory Agreement to a new first trust deed will preserve and allow for continued operation and maintenance of the 194-units of affordable housing at Irvine Inn for the outstanding 31 years under the County's original Regulatory Agreement.

The County loan has been paid off and the partnership, Irvine Inn Apartments LP, is in good financial standing and not in default with any of its lenders. The project is being operated in compliance with all regulatory agreements. Staff recommends approval of the sale and transfer of the Irvine Inn from Irvine Inn Limited Partnership to Irvine Inn Apartments LP and the assignment of the County's Regulatory Agreement to a new First Deed of Trust.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regards to the projects since it is for the approval of the sale and transfer related to the Irvine Inn, which will allow for the continued operation of a 194-unit development in City of Irvine. This proposed activity is therefore not subject to CEQA. Any individual, specific work authorized pursuant to this contract will be reviewed for compliance with CEQA.

Compliance with NEPA: The proposed activity is Exempt per CFR part 58.34 (a)(3).

FINANCIAL	IMPACT:
N/A	

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Assignment and Assumption of Regulatory Agreement

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Orange County Housing Authority P.O. Box 4048 Santa Ana, CA 92702 Attn: Housing Development Finance Manager

[SPACE ABOVE THIS LINE FOR RECORDER'S USE.]

ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants ("Assignment"), is entered into as of January ___, 2020 (the "Effective Date"), by and among IRVINE INN LIMITED PARTNERSHIP, a California limited partnership ("Assignor"), IRVINE INN APARTMENTS LP, a California limited partnership ("Assignee"), and the ORANGE COUNTY HOUSING AUTHORITY, a public body, corporate and politic (the "Authority") with reference to the following:

- A. WHEREAS, Assignor is the owner of that certain multifamily housing development located on that certain real property located in Orange County, California as described on Exhibit A attached hereto (the "Project");
- B. WHEREAS, Authority and Assignor have entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement"), dated June 23, 1995, and recorded in the Official Records of Orange County, as document No. 1995842989 on November 2, 1995; and
- C. WHEREAS, Assignor wishes to sell the Project to Assignee concurrently herewith, and Assignor wishes to assign all of its right title and interest in and to, and all of its obligations under, the Agreement and Assignee wishes to assume all of the Assignor's right, title and interest in and to, and all of Assignor's obligations under, the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Terms</u>. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Assignment of Agreement</u>. As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest and its obligations and liabilities under the Agreement.
- 3. <u>Assumption</u>. Assignee hereby accepts such assignment effective as of the Effective Date, and assumes and agrees to perform all of Assignor's liabilities, obligations, covenants, agreements, terms, provisions and conditions under the Agreement to the extent accruing from and after the Effective Date.
- 4. <u>Representations of Parties</u>. Each of the Assignor and the Assignee severally represents, each with respect only to itself, as of the date hereof, as follows:

- (a) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power and authority to execute and deliver this Assignment, to enter into the transactions contemplated hereby and to perform all the duties and obligations to be performed by it hereunder;
- (b) It has duly authorized this Assignment and the transactions contemplated hereby and the performance of all the duties and obligations to be performed by it hereunder by all necessary governmental, corporate and/or partnership action;
- (c) It has duly executed and delivered this Assignment and this Assignment constitutes its valid, legal and binding obligation enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or similar laws or equitable principles relating to or limiting creditors' rights generally; and
- (d) The execution and delivery of this Assignment and the performance of the transactions on its part contemplated hereby will not violate any agreement by which it is bound or to which it or any of its assets are affected, or its organizational documents or an statute, regulation, rule, order or judgment applicable to it.
- 5. Release of Assignor. The Authority and the Assignee hereby agree that from and after the Effective Date, Assignee shall be released from all obligations, duties and liabilities with respect to the Agreement.
- 6. <u>Notices</u>. The parties hereto hereby agree that from and after the Effective Date the address for notices to the "Owner" under the Agreement is and shall be as follows:

Irvine Inn Apartments LP c/o Irvine Inn GP LLC 121 South Beverly Drive Beverly Hills, CA 90212

Copy to:

FFAH V Irvine Inn, LLC 384 Forest Avenue, Suite 14 Laguna Beach, CA 92651

- 7. <u>Consent</u>. Authority hereby consents to the assignment and assumption set forth in this Agreement.
- 8. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

9. Miscellaneous.

- (a) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument.
- (b) This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of the parties.

- (c) The parties agree to execute and deliver all documents required or reasonably deemed necessary by any party to this Assignment, at the expense of the Assignee.
- (d) The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Assignment.
- (e) This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, applicable to contracts made and performed in California.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first written above.

ASSI	GNOR:	:
		LIMITED PARTNERSHIP, imited partnership
By: IRVINE INN MBS GP, INC., a Missouri corporation, Its General Partner		
	Ву:	Hillary B. Zimmerman, Vice President
ASSI	GNEE:	
		APARTMENTS LP, imited partnership
Ву:	a Cal	e Inn GP LLC, ifornia limited liability company, dministrative General Partner
	Ву:	Edward M. Czuker, Manager
By: FFAH V Irvine Inn, LLC, a California limited liability company, its Managing General Partner		ifornia limited liability company,
	Ву:	Foundation for Affordable Housing V, Inc., a California nonprofit public benefit corporation, its sole member
		By: Deborrah A. Willard. President

AUTHORITY:				
		UNTY HOUSING AUTHORITY, corporate and politic		
3y:				
	Name:			
	Title:			

APPROVED AS TO FORM:

ame: 1.00

Its: Svi Deputy Conty Connel

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Irvine, County of Orange, State of California, described as follows:

PARCEL 1 AS SHOWN ON NOTICE OF MERGER 9826-LM EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 24, 1992 AS INSTRUMENT NO. 643911 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 88-151 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 243, PAGES 5 THROUGH 8, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN EXHIBIT "A" OF THE QUITCLAIM DEED TO THE IRVINE COMPANY RECORDED APRIL 29, 1992, AS INSTRUMENT NO. 92-280088 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED IN EXHIBIT "A" OF THE CITY COUNCIL RESOLUTION NO. 08-12 VACATION RECORDED FEBRUARY 29, 2008, AS INSTRUMENT NO. 2008000093965 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN,

GEOTHERMAL STEAM, ANY OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED IN DEED RECORDED OCTOBER 26, 1994 AS INSTRUMENT NO. 94-631653 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL WATER, RIGHTS OR INTERESTS THEREIN, NO MATTER HOW ACQUIRED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION, AND OWNED OR USED BY THE IRVINE CORPORATION, A MICHIGAN CORPORATION IN CONNECTION WITH OR WITH RESPECT TO THE LAND, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED OR LEASED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL; BUT WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED IN DEED RECORDED OCTOBER 26, 1994 AS INSTRUMENT NO. 94-0631653 OF OFFICIAL RECORDS.

APN: 434-011-24

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001165

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2

SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Pending) **DEPARTMENT CONTACT PERSON(S):** Khalid Bazmi (714) 667-3213

Nardy Khan (714) 647-3906

SUBJECT: Approve Cooperative Agreement for Corridor D Bikeway Improvements Project

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurApproved Agreement to FormDiscussion3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** \$500,000 **Annual Cost:** N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: OC Road Capital Improvement County Audit in last 3 years: No

Fund 174: 100%

Prior Board Action: 4/23/2019 #11

RECOMMENDED ACTION(S):

Approve the Cooperative Agreement between the County of Orange and the City of Fountain Valley for the Corridor D Bikeway Improvements Project in an amount not-to-exceed \$500,000, effective upon the latest date of execution hereinafter set forth.

SUMMARY:

Approval of the Cooperative Agreement with the City of Fountain Valley for the Corridor D Bikeway Improvements Project will allow the County of Orange to approve funding in order to enable the City of Fountain Valley to oversee the rehabilitation of the service road and provide an upgraded route for emergency vehicles and bicycles.

BACKGROUND INFORMATION:

The Corridor D Bikeway Improvements Project (Project) in the City of Fountain Valley (City) will rehabilitate an existing 10-foot wide asphalt concrete service road along an easement owned by Southern California Edison (SCE). The Project runs through four parks from Bluebird Avenue at Harper Park to Warner Avenue at Westmont Park in the City. The City will be the lead agency for the Project, which is expected to be completed in July 2021. The service road will also serve as a Class I Bikeway and extend

roughly two miles. The Project will rehabilitate the existing road, reconstruct 16 driveways and install bikeway signage and striping. The Project will allow the Orange County Transportation Authority (OCTA) to connect their Corridor D Magnolia-Hoover bikeway system with the County of Orange (County) bikeways system to provide an upgraded route for emergency vehicles, bicycles and residents.

The Project was previously named the SCE Easement Bikeway Project; however, the name was changed at the request of the City in order to secure Measure M funding with OCTA. The Project is part of the 7-Year Capital Improvement Program FY 2019-20 to FY 2025-26 approved by the Board of Supervisors (Board) on April 23, 2019.

OC Public Works requests the Board approve Cooperative Agreement (Agreement) with the City effective upon the latest date of execution hereinafter set forth through July 31, 2021, as noted in the Agreement, in an amount not to exceed \$500,000. Upon official final approval of the work by the City for the construction phase of the Project, the County will provide a one-time lump sum payment of \$500,000 to the City. The complete Project was initially estimated to cost \$2 million with the City and County each contributing \$1 million; however, the Project estimate has since been revised to \$1,060,200 with the County contributing \$500,000 and the City contributing \$560,200.

At least 30 calendar days prior to the release of the Notice Inviting Bids for the Project, the City's Engineer will provide the Director of Public Works a copy of the Project's plans and specifications for approval. Should the Director of Public Works object to the plans and specifications, and if the objections cannot be satisfied through discussions with the City's Engineer, the Agreement will automatically terminate and neither Party will have any liability or obligation to the other.

Compliance with CEQA: This action by the County is not a Project within the meaning of CEQA guidelines section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a Project since the Agreement relates to the County providing funding to the City. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a Project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for the Agreement are included in the FY 2019-20 Budget for Fund 174: OC Road Capital Improvement. This Agreement will be encumbered in FY 2019-20.

If the County, at its sole discretion, determines the bid process, selection of contractor or other pre-award procedure are not proceeding according to its standards prior to award of contract, the County may terminate the Agreement with no liability or obligation to either Party. If the City, at its sole discretion, determines not to proceed with the Project at any time prior to award of contract, this Agreement will terminate with no further action required by either party.

If the County's Director of OC Public Works objects to the plans and specifications and if the objections cannot be satisfied through discussions with City Engineer, this Agreement will automatically terminate and neither party will have any liability or obligation to the other.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Cooperative Agreement with the City of Fountain Valley Attachment B - Project Location Map

COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF FOUNTAIN VALLEY

THIS Cooperative AGREEMENT, hereinafter referred to as "Agreement"), dated			
this _	day of	, 2020, is made and entered into by and between	
the C	OUNTY OF ORA	NGE, a political subdivision of the State of California, hereinafter	
referr	ed to as " <i>County</i>	" and the City of FOUNTAIN VALLEY, a municipal corporation in	
the S	State of California	a, hereinafter referred to as " <i>City</i> ". The County and City shall	
some	times be referred	to separately as a "Party" and collectively as the "Parties".	

RECITALS:

WHEREAS, *City* is contemplating the rehabilitation of the pavement surface of that portion of the SCE Easement Pathway from Bluebird Avenue to Warner Avenue. The Project name shall be Corridor D Bikeway Improvements (the "**Project**").

WHEREAS, the Project is located within the Easement of SOUTHERN CALIFORNIA EDISON shown on the attached <u>Exhibit A</u>; and

WHEREAS, County desires to contract with City to rehabilitate the Project, and County is willing to do so as the Project Limits are identified in Orange County Transportation Authority's Districts 1 and 2 Bikeways Strategy Report as a prospective Bikeway Corridor.

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the Parties hereto do agree as follows:

1. **DUTIES OF FOUNTAIN VALLEY**

- a. City will perform (or cause to be performed) the entire Project as a part of City's Public Works pavement rehabilitation efforts. City will prepare the request for bids, conduct the bid openings, let the contract to the lowest responsible bidder (the "Successful Contractor"), and oversee and administer the Project. In addition, City specifically agrees to comply with all Federal, State and local law, including California public works contracting and prevailing wage laws. County agrees not to contest or interfere with City's performance of the bidding process nor its selection of the Successful Contractor. However, if County, at its sole discretion, determines the bid process, selection of contractor or other pre-award procedure are not proceeding according to its standards prior to award of contract, County may terminate this Agreement with no liability or obligation to either Party. If City, in its sole discretion, determines not to proceed with the Project at any time prior to award of contract, this Agreement will terminate with no further action required by either Party.
- At least thirty (30) calendar days prior to release of the Notice Inviting Bids for the *Project*, *City* City Engineer shall provide *County's* Director of Public

Works a copy of the **Project's** plans and specifications for his approval, which approval shall not be unreasonably withheld. If **County's** Director of Public Works objects to the plans and specifications, and if his objections cannot be satisfied through discussions with **City's** City Engineer, this Agreement will automatically terminate and neither Party will have any liability or obligation to the other.

2. **DUTIES OF COUNTY OF ORANGE**

- a. County shall pay City for the actual cost of the work based upon the unit prices set forth in the bid of the Successful Contractor and quantities actually used but is not to exceed Five Hundred Thousand, Dollars and 00/100 (\$500,000.00). The estimated cost of the Project is One Million Sixty Thousand Two Hundred, Dollars and 00/100 (\$1,060,200). County shall make one payment to City for the Project upon official final approval of the work by City.
- **b. County** will fully cooperate with **City** and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the **Project**.
- c. County acknowledges that City is not the contractor for the Project and that City does not warrant any work performed by the Successful Contractor. Notwithstanding the above, City shall require in writing that as a condition to performing the Project, the Successful Contractor to provide County with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to City under the construction contract and as provided by law.

3. **ENTIRE AGREEMENT**

Except as provided above, this writing constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written Agreements that may have been entered into between the Parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

4. **ASSIGNMENT**

Neither *City* nor *County* may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other Party.

5. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

6. **NO WAIVER**

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

7. **NO THIRD PARTY RIGHTS**

Except as contemplated herein, the Parties do not intend to create rights in, or to grant remedies to, any third Party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

8. **NOTICES**

Notices and communication concerning this Agreement shall be sent to the following addresses:

COUNTY OF ORANGE

CITY OF FOUNTAIN VALLEY

OC Public Works 601 N. Ross Street PO Box 4048 Santa Ana, CA 92701

Attn: Director/County Engineer, OC Public Works

Public Works Department

10200 Slater Avenue

FOUNTAIN VALLEY, CA

92708-4736

Attn: Public Works Director

Either Party may, by notice to the other Party, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, for three (3) calendar days after deposit of said notice or communication in the United States mail.

9. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

10. **TERM**

The term of this Agreement shall begin upon the Effective Date and run until the Project is completed, but in no event will the term of this Agreement extend beyond July, 2021, without the express written consent of both Parties.

11. **INDEMNIFICATION**

Except for claims arising out of the gross negligence or willful misconduct of *County*, its officers, employees, or agents, *City* hereby agrees to indemnify, defend and hold harmless *County* and its elected and appointed officials, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, and claims for unpaid wages including prevailing wage, for injury to or death of, any person, and for injury to any property, or otherwise arising out of or in any way connected with the performance of this Agreement.

12. **SEVERABILITY**

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants and conditions shall continue in full force and effect. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement so that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall any Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

13. **COUNTERPARTS**

City of Fountain Valley

This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF FOUNTAIN VALLEY,	ATTEST:
a municipal corporation	
By: Stare a Myel	Dickhill
Steve Nagel, Mayor	Rick Miller
	FOUNTAIN VALLEY City Clerk
APPROVED AS TO FORM:	DATE OF EXECUTION:
lell	11/13/2019
Colin Burns	1.
Attorney for the City	

IN WITNESS WHEREOF, County has caused this Agreement to be executed by the Chairwoman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the Board of Supervisors.

A political subdivision of the State of California	ATTEST:
By: Chairwoman, Board of Supervisors	Clerk of the Board of Supervisors
APPROVED AS TO FORM:	DATE OF EXECUTION
Deputy County Counsel	



Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001082

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 1, 3

SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Approved) **DEPARTMENT CONTACT PERSON(S):** Julie Lyons (714) 667-9701

Larry Stansifer (714) 667-3286

SUBJECT: Approve Contract for Parking Access and Revenue Control System Equipment

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	Approved Agreement to Form	Discussion
		3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$1,005,611 Annual Cost: FY 2020-21

\$400,000

FY 2021-22 \$400,000 FY 2022-23 \$718,294

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section County Audit in last 3 years: No

Prior Board Action: 12/10/2019 #23, 10/31/2017 #S34F, 12/9/2014 #35, 6/17/2014 #27

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or authorized deputy to execute a contract with Scheidt & Bachmann USA, Inc. for Parking Access and Revenue Control System Equipment, Maintenance and Repair Services effective January 28, 2020, through January 27, 2023, for a contract term of three years, in a total amount not-to-exceed \$2,523,905, with the option to renew for two additional one-year terms upon Board of Supervisors approval.

SUMMARY:

Approval of a contract with Scheidt & Bachmann USA, Inc. for Parking Access and Revenue Control System Equipment, Maintenance and Repair Services will support the continued operation of parking access and revenue control equipment under the responsibility of OC Public Works.

BACKGROUND INFORMATION:

The County operates 13 parking facilities with over 8,975 spaces located in Santa Ana, Orange and Westminster. These parking facilities park an average of 5,400 monthly public transient parkers and 8,085 monthly parkers. The County desires to use technology and data to better enhance customer service,

improve the utilization of assets and develop innovative solutions by collaborating with contractors that have the ability to integrate applications such as identity management systems, mobile parking applications and web-based parking enforcement applications.

On December 9, 2014, the Board of Supervisors (Board) approved a Parking Access and Revenue Control System Equipment, Maintenance and Repair Services (PARCS) contract MA-080-15010652 with Sentry Control Systems, Inc., effective January 1, 2015, through December 31, 2019, in an amount not-to-exceed \$992,392. On October 31, 2017, the Board approved Amendment No. 1 to the contract effective October 31, 2017, through December 31, 2019, in a not-to-exceed amount of \$1,808,392. On July 2, 2019, Sentry Control Systems, LLC, a wholly-owned subsidiary of SKIDATA, Inc., merged with SKIDATA, Inc. and is now known as SKIDATA, Inc. On January 1, 2018, Amendment No. 2 was approved by the Deputy Purchasing Agent. On December 10, 2019, the Board approved Amendment No. 3 to the contract, effective January 1, 2020, through December 31, 2020, increasing the contract amount by \$200,000 for a revised cumulative total amount not-to-exceed \$2,523,905.

On May 23, 2019, OC Public Works issued a Request for Proposals for PARCS on the County's online bidding system. On July 18, 2019, three bids were received and evaluated by a panel of subject matter experts from the Social Services Agency and OC Public Works who reviewed the bids to determine if the submitted prices were fair and reasonable. Interviews were conducted and the panel evaluated both the written and interview proposals independently. The panel determined the proposal from Scheidt & Bachmann USA, Inc. (Contractor) was the most qualified.

OC Public Works is recommending the Board approve contract MA-080-20010556 (Contract) with the Contractor in an amount not-to-exceed \$2,523,905, effective January 28, 2020, through January 27, 2023, for a Contract term of three years with the option to renew for two additional one-years terms, upon Board approval. A summary of the rankings is attached as a part of the Memorandum of Recommendations (Attachment C).

The recommended Contractor is committed to providing the most innovative solutions in the industry. The Contractor's barcode entry and exit devices will enhance the parking experience at all parking locations. The Contractor's unique Retail Campaign Manager module can provide the ability to create partnerships with the surrounding businesses to provide parking validations as well as the ability to provide pre-paid solutions through multiple third-party channels. Additionally, the Contractor has recently launched an online service portal that will allow the County to easily submit and track all service requests on a centralized platform. All costs associated with removing and replacing the equipment are included in the total Contract amount.

OC Public Works has conducted due diligence on the Contractor. Reference checks were satisfactory and completed with the Port of Portland, Oregon, the Massachusetts Port Authority and Simon Properties regarding similar projects. OC Public Works has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

This Contract includes subcontractors. See Attachment E for information regarding subcontractors and Contract Summary Form.

Compliance with CEQA: The proposed project was previously determined to be Categorically Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines that provide for the exemption of the maintenance of existing facilities involving negligible or no expansion on June 17, 2014, when it was originally approved.

FINANCIAL IMPACT:

Appropriations for this Contract are included in the FY 2019-20 Budget for Fund 137: Parking Facilities, 52 percent and Fund 828: OC Civic Center Parking/Maintenance, 48 percent and will be included in the budgeting process for future years.

The proposed Contract includes a provision stating the Contract is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of this Contract. If such appropriations are not approved, this Contract may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-080-20010556 with Scheidt & Bachmann USA, Inc.

Attachment B – Project Schedule

Attachment C – Memorandum of Recommendation

Attachment D – Summary of Evaluators Scoring

Attachment E – Contract Summary Form

CONTRACT MA-080-20010556

FOR

PARKING ACCESS AND REVENUE CONTROL SYSTEM EQUIPMENT, MAINTENANCE AND REPAIR

BETWEEN

OC PUBLIC WORKS

AND

SCHEIDT & BACHMANN USA, INC.



CONTRACT MA-080-20010556 WITH SCHEIDT & BACHMANN USA, INC. FOR

PARKING ACCESS AND REVENUE CONTROL SYSTEM, ("PARCS") EQUIPMENT, MAINTENANCE AND REPAIR

THIS CONTRACT MA-080-20010556 for Parking Access and Revenue Control System, ("PARCS") Equipment, Maintenance and Repair (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Scheidt & Bachmann USA, Inc., with a place of business at 1001 Pawtucket Blvd., Lowell, MA (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Contractor's Pricing

Attachment C – Schedule of Deductions

Attachment D – Staffing Plan

Attachment E – Out-of-Scope Non-Covered Parts Pricing

Attachment F – Installation, Transition and Implementation Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for PARCS Equipment, Maintenance and Repair under a usage Contract; and,

WHEREAS, County solicited Contract for PARCS Equipment, Maintenance and Repair as set forth herein, and Contractor represented that it is qualified to provide PARCS Equipment, Maintenance and Repair to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide PARCS Equipment, Maintenance and Repair to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for PARCS Equipment, Maintenance and Repair with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

County of Orange OC Public Works

MA 080 20010556
PARCS Equipment, Maintenance and Repair

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- PARCS Parking Access and Revenue Control
- PCI shall mean Payment Card Industry
- <u>PCI-DSS</u> Payment Card Industry Data Security Standard for organization that handle branded credit cards from the major card schemes.
- <u>PA-DSS</u> Payment Application Data Security Standard prevent developed payment applications for third parties from storing prohibited secure data including magnetic strip, CVV2, or PIN.
- VPN Virtual Private Network extends a private network across a public network.
- MFA Multifactor Authentication is a security system that requires more than one method of authentication.
- SAN Storage Area Networks

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind

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County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) in accordance with the requirements of the Contract, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in article "Z" below, and as more fully described in article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract after 30 days' written notice, without cause.. In this event, Contractor shall be entitled to recover all costs incurred before the date of termination. . County has the right to terminate this Contract for cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. In

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the case of a material breach, Contractor shall be allowed not less than (10) days from notice of breach of Contract to cure the breach in accordance with a plan approved by the County. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*..
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County

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- INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

- 1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure PARCS Equipment, Maintenance and Repair from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. **Term of Contract:** This Contract shall commence on January 28, 2020 or upon the approval of the Contract by the Orange County Board of Supervisors, whichever occurs later and shall continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.

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- 3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors.
- 4. **Adjustments Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 5. **Breach of Contract:** The failure of the Contractor to substantially comply with or perform any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

Terminate the Contract immediately, pursuant to Section K herein;

- a) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- c) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 7. Compliance with County Information Technology Policies and procedures:

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any violations or disregard of such IT policies or procedures shall be deemed a material breach of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies").

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Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and

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rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

- 8. **Conflict of Interest Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 9. **Conflict of Interest County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 11. **Contractor Personnel Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the

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work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the prenegotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 14. **Data Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 15. **Default Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 24. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

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between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 17. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

- 19. **Equipment Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment and machines that are added or field modified (e.g., modification of a machine from one model to another, after a successful performance period).
- 20. **Equipment Maintenance:** If the Contractor is unable to perform maintenance or, after this Contract has come to an end, the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor shall provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the

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Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

This section shall survive expiration of the Contract if the County has given notice of its intention to perform its own maintenance not less than 60 days prior to the end of the Contract.

- 21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

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24. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual inperson delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Scheidt & Bachmann USA, Inc.

Attn: Robert Johnson 1001 Pawtucket Blvd. Lowell, MA 01854 Phone: 860-841-0915

Email: Johnson.Robert@Scheidt-Bachmann-USA.com

County's Project Manager: OC Public Works/Parking Administration

Attn: Stacy Mohler 601 North Ross Street Santa Ana, CA 92701 Phone: 714-667-9622

Email: Stacy.Mohler@ocpw.ocgov.com

cc: OC Public Works/Procurement Section

Attn: Avelino Javier, County DPA

601 North Ross Street, Santa Ana, CA 92701 Phone: 714-667-9627

Email: Avelino.Javier@ocpw.ocgov.com

25. **Payment Card Industry Data Security Standard (PCI DSS):** Contractor warrants that it will handle, store, manage, and protect any payment card and customer data that may be in the possession of the Contractor in a manner that is compliant with all applicable PCI Data Security Standards.

For any Contractor systems that are considered to be within the Parking Administration PCI scope, Contractor shall make those systems available for Parking Administration's PCI auditor to inspect. Contractor shall also support the collection of PCI compliance evidence as described within the Contract Scope of Work.

- 26. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 27. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

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The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

28. **Software – Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor shall provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

- 29. **Software Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.
- 30. **Software Maintenance:** The correction of any residual errors in any software products, which may be discovered by the Contractor or by the County, will be considered maintenance. The Contractor without additional charge will perform such maintenance for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:
 - a. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
 - b. Errors in the software product as verified by the Contractor shall be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor shall be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this Contract.

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If the Contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

31. **Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

32. **Software – Right to Copy or Modify:** Any software product by the contractor in machine-readable format may be copied, in whole or in part, in printed or machine-readable format for use by the County with the designated CPU to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, provided, however that no more than the County- and contractor-agreed to number of copies will be in existence under this contract at any one time without the prior written consent from the contractor. The contractor shall not unreasonably withhold such consent. The original and any copies of the software product, in whole or in part, which are made hereunder, shall be the property of the contractor.

The County agrees to keep any such copies and the original at a contractor and County mutually designated County location, except that the County may transport or transmit a copy of the original of any software product to another County location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

The County may modify any non-personal computer software product in machine—readable format for its own use and merge it into other program material. Any portion of the software product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this contract.

- 33. **Substitutions:** The contractor is required to meet all specifications contained herein. No substitution will be accepted without prior County written approval.
- 34. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each

- party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 35. **Usage:** The County gives no guarantee to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 36. Usage Reports - Quarterly: The Contractor shall submit usage reports on a quarterly basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
- 37. **Usage Reports – Semi-Annual:** The Contractor shall submit usage reports on a semi-annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
- 38. Usage Reports - Annual: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
- 39. Waivers - Contract: The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

40. **Prevailing Wage Requirements**

- Threshold Requirements for Prevailing Wages: Except for public works projects of one a. thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay b. the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- d. Registration of Contractor: All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors

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pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- f. Work Hour Penalty: Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

Signature Page follows

DocuSigned by:

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Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

SCHEIDT & BACHMANN USA, INC.* a State of Delaware Corporation

Mark Sanchez

12/24/2019

ED HAM.	Robert Johnson Direc	tor of Business Development	12/24/2019
Signature	Name	Title	Date
DocuSigned by:			
Cynthia Perry	Cynthia Perry	Secretary	12/24/2019
Signature	Name	Title	Date
Signature	Name	Title	Date
Signature	Name	Title	Date
APPROVED AS TO		Title	Date
Signature APPROVED AS TO County Counsel		Title	Date
APPROVED AS TO	O FORM:	Title	Date

Date:

^{*} If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A SCOPE OF WORK

- **I. Scope of Work:** Contractor shall provide all labor, materials, tools, and equipment for PARCS Equipment, Maintenance and Repair services at the locations listed below:
 - A. County Administration South (CAS) underground parking and Parking Administration Office 601 N. Ross St., Santa Ana Card Access only
 - B. Civic Center Garage (CCG) Structure 444 W. Civic Center Dr., Santa Ana Card Access only
 - C. P8 Transit Tower Structure 301 W. 5th St., Santa Ana Card Access Nest and Revenue Parking
 - D. P7 Twin Towers Structure and Parking Operator Office 1002 W. Santa Ana Blvd., Santa Ana Card Access and Revenue Parking
 - E. P6 Superblock/Appellate Structure 601 W. Santa Ana Blvd., Santa Ana Card Access and Revenue Parking
 - F. P2 Superblock/Court Lot 525 N. Flower St., Santa Ana Card Access and Revenue Parking
 - G. P3 Courthouse Library Structure and Parking Operator Office 690 W. Civic Center Dr., Santa Ana Card Access and Revenue Parking
 - H. P1 Stadium Structure and Parking Operator Office 1020 W. Civic Center Dr., Santa Ana
 Card Access and Revenue Parking
 - I. Intake Release Center (IRC) Lot 1040 W. 6th St., Santa Ana Card Access only
 - J. Manchester South Structure and Lot (Employee) 343 The City Drive, Orange Card Access Only
 - K. Manchester North Structure and Lot (Visitor) and Parking Operator Office 313 The City Drive, Orange Card Access, Nest and Revenue Parking
 - L. West Justice Center Lots D & E (Westminster Civic Center) 8156 13th St. & 13th St./All American Way, Westminster Card Access and Revenue Parking

Contractor shall complete the installation, transition and implementation plan as identified in Attachment F of this Contract for the installation of the new PARCS equipment and the transition from the existing system and equipment.

The parking facilities and equipment requirements outlined in Attachment F may be adjusted (up or down in quantities) during the term of this Contract. These adjustments will be quoted separately and any decrease or increase to the annual contract amount will start at the beginning of the next fiscal period for which the budget process has not concluded and would require an Amendment to this Contract, subject to approval by the County of Orange Board of Supervisors. These adjustments may result in an adjustment to Total Contract Amount.

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II. Contractor Requirements

- A. Covered Services and Parts
 - 1. Contractor shall:
 - a. Provide equipment, maintenance and repair services on the PARCS equipment, components, network, validation equipment, hardware and all installed and web-based software programs ("System"). No single service call or request, per location involving repairs shall exceed \$60,000.
 - b. Provide services covered ("Covered Services") under this Contract and included in the Attachment B Contractor's Pricing.
 - c. Provide non-covered services requested by the County, to be performed at Contractor's rates as set forth in the Attachment B Contractor's Pricing as "Rate Schedule for Non-Covered Services".
 - d. Supply an Extended Warranty following the Manufacturer Warranty Period.
 - All PARCS equipment components, software and hardware listed in "Equipment Covered in Services Agreement" (PARCS Equipment) are warrantied against failure by either manufacturer defect or normal wear and tear ("Extended Warranty"). All-inclusive costs (parts, labor required for repair or replacement of defective PARCS equipment identified in "Equipment Covered in Services Agreement", warranty repairs, shipping charges, travel time, additional expenses relative to Extended Warranty, etc.) incurred during the Extended Warranty Period shall be provided without additional cost to the County.
 - e. Supply advanced replacement of components, including but not limited to, switches, routers, Firewall, VPN concentrator and all other required network equipment.
 - Contractor shall replace all failed components with a serviceable part immediately or with minimal delay from their service inventory to reduce downtime according to the Priority level assigned by the County or Parking Operator to the request, and Repair Time in this Contract below. Failure to do so may result in assessment of penalties in accordance with Attachment C Schedule of Deductions.
 - f. Furnish and install all new parts, except those approved to be reinstalled by the County, materials and lubricants, which meet or exceed the original equipment manufacturer's specifications. The County shall approve any parts other than those manufactured by the original equipment manufacturer before being incorporated in the work performed by the Contractor under this contact. The Contractor shall maintain a reasonable supply of the parts needed under this contract and

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maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

B. Preventative

1. Contractor shall:

- a. Provide Monthly, Quarterly or Annual preventative maintenance, systematic inspection, detection, correction and prevention of incipient failures, including tests, measurements, adjustments, lubrication and labor to replace parts of the system including overall inspection of each workstation; ensure hard drives are in working order, verify memory usage and storage capacity.
- b. Provide schedule for preventative maintenance to County for review and approve.
- c. Maintain the PARCS Equipment at a minimum according to manufacturer's recommendations.

C. Network

1. Contractor shall:

- a. Provide all equipment, parts, materials and labor necessary to convert the existing system, which includes two networks (Civic Center and Manchester) into a single network.
- b. Contractor shall keep all equipment software and operating systems up to date and apply any security patches in a timely manner, pursuant to County patching guidelines for the network equipment.
- c. Contractor shall work with Orange County IT (OCIT) to develop the Wide Area Network infrastructure design until approved by the County. (Attachment F) Contractor shall provide OEM maintenance support for all network equipment included.
- d. Maintain, Support, and Monitor all network equipment, or its subcontractor and this service is included in the Contract price.

D. Software Updates and Upgrades

1. Contractor shall:

- a. Provide software upgrades and updates to the PARCS system as required to install new features, improve functionality and to maintain a functional system. Software upgrades shall include, but is not limited to, upgrades to the core application software, system hotfixes.
- b. Provide a remote accessibility solution using a Virtual Private Network (VPN) that includes a Multifactor Authentication (MFA).

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- c. Provide software updates and upgrades:
- 2. Supplier provided hotfixes to resolve specific issues are within the scope of this contract.
- 3. Labor to install and configure supplier hotfixes to resolve specific Parking Administration issues within the scope of this contract.
- 4. Payment Application hotfixes and updates to address Payment Credit Industry (PCI) compliance requirements per the Secure Implementation Guide based on the PA DSS v3.2 or current standard. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- 5. Labor to install and configure Payment Application hotfixes and updates to maintain PCI compliance requirements per the Secure Implementation Guide based on the PCI standards in effect are included. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- 6. This Contract specifically includes software, implementation services, and any other costs associated with deployment of a new, revised, enhanced, or modified payment application that may be deemed necessary to meet current PCI DSS 3.2. Payment Application validation requirements. See Payment Card Industry (PCI) PA-DSS Validation Provisions.
- 7. Updates to firmware are included in the scope of this contract.
- 8. Updates to the servers, SANs and network equipment are included in the scope of this contract.
- 9. With the exception of anti-virus software and Microsoft products mentioned in Payment Card Industry (PCI) PA-DSS Validation Provisions, all other supplier updates, upgrades, or new releases are included in the scope of this contract.
- 10. Labor to install and configure all other supplier updates, upgrades or new releases is excluded from the scope of this contract. Refer to rates specified in Attachment B for labor rates associated with labor to install, configure, test, prepare documentation, provide training to PARKING ADMINISTRATION and/or the parking operator, and any other activities associated with these updates and upgrades.

E. Antivirus

1. Contractor shall provide an antivirus solution for all computer-based systems. The antivirus client shall always be active and receive regularly signature definitions.

F. Training

- 1. Contractor shall:
 - a. Provide unlimited customized training for County and County's Parking Operator at the County's request for the term of Contract.

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Topics shall include but not limited to:

- i. PARCS equipment
- ii. Preventative maintenance
- iii. PARCS reporting
- b. Respond to County request for training within seventy-two (72) hours
- c. Provide a proposed schedule/dates for training to be mutually agreed upon
- d. Provide a proposed agenda for training for County approval no less than five (5) days prior to the mutually agreed to training date and topic.
 Contractor is to recommend or suggest additional topics to enhance training requested.
- e. Prepare appropriate documentation for training both in hard and soft copy formats for attendees and County if requested.
- f. Provide appropriate trainer for training.
- g. Provide sign-in sheets/ proof attendance and Certificates of Completion for the training provided to County
- 2. Training locations:
 - a. Contractor's Training Center
 - b. Parking Administration location(s) to be local

G. Help Desk

- 1. Contractor shall:
 - a. Provide access to service help desk during the term of the contract
 - b. Provide access to online, real-time access to remote service engineers who are able to launch remote service session to assist with technical issues.
 - c. Provide a dedicated Account Manager/Project Manager to act as liaison between County and Contractor during the term of the Contract and to direct efforts in fulfilling obligations under this Contract.

H. Security

1. Contractor shall install and manage quarterly OS updates, firmware updates and security patches. Contractor shall provide network patching for all systems, OS compute, and network per County security patching guidelines.

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I. PCI Support

1. Contractor shall:

- a. Provide assistance with credit card data key encryption changes and OS password changes. Provide that all passwords will meet minimum complexity requirements.
- b. Provide visual inspection to ensure all locks are in working order, no credit card skimmers exist, and for signs of tampering of equipment.
- c. Inspect of each workstation to ensure no unnecessary or unwanted applications are installed and/or running.
- d. Provide monthly PA DSS checklist to attest (Contractor) is performing their services for the PARCS Equipment, Maintenance and Repair stated in the Statement of Work related to PCI Compliance.

J. Operations

1. Contractor shall provide remote assistance with but not limited to rate changes, validation setup, password lockout, article and user group setup, software setup changes and ad hoc reporting.

K. Wear Parts

1. Contractor shall:

- a. Provide shear bolts, UPS batteries and locking assemblies in need of repair or replacement because of normal wear and tear.
- b. Provide thermal print heads when Certified PARCS tickets are used.

L. Response

1. Contractor shall:

- a. Provide expedited response to service calls by the County or the County's Parking Operator.
- b. Priority Definition: There are four priority levels for service requests ranging from Priority-1 (the highest priority) to Priority-4 (the lowest priority). Each priority level will have a required response time, as further defined in table below.
- c. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the Contractor shall reimburse the County loss of revenue for the days and nights while the system was down. The amount of parking revenues lost will be

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determined by the County based on the average collected revenue over the past three years for the same days and nights.

d. No one service call or request involving repairs shall exceed \$60,000.

M. Service Level Priority Definitions

1	~	
	Emergency: An entire critical sub-system is down or an entire parking structure is inoperable. *Critical sub-systems include application servers (PARCS, Parking Guidance, Anti-Virus, Domain), data	Any parking facility cannot exit any cars The Credit Processing System is down An entire entry or exit plaza
2	servers (PARCS), Credit Card System, Card Access Urgent: An important sub-system is down or a major	within a structure is down A manned cashier booth is down
	*Important sub-systems include PARCS Workstations, Entry Lanes (two or more in a single structure), Pay of	Two or more express lanes are down simultaneously within a single parking
3	Normal: Normal, daily break/fix activity.	Coder not functional POF lock broken One of the master handsets in the parking office is not functional An electronic sign at an entry or exit lane is not functional or parking spot counts are
	Scheduled Maintenance or Priority $1-3$ as requested by County.	Routine Scheduled Maintenance activity If we have permission for delay on Priority 1–3, the authorized

- N. Parking Administration Operational hours
 - 1. Parking Administration Operational Hours are from 0500-0000 hours PST 365 days of the year.
- O. Service Level Response Time during Parking Administration Operational Hours

	Priority	Remote Response	On-Site Response
	1	1 hours	2 hours of service call
Ī	2	2 hours	2 hours of service call

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3(1)	4 hours	8 hours of service call
4(1)	As Scheduled	As Scheduled

P. Parking Administration after hours

- 1. Parking Administration after hours is defined as 0001 0459 hours PST 365 days of the year.
- Q. Service Level Response Time during Parking Administration After Hours

Priority	Remote Response	On-Site Response
1	1 hour	2 hours of service call
2	2 hours	2 hours of service call or 6 am, whichever is last
3(1)	10:00 AM the Next business day	12:00 Noon the Next business day
4(1)	As Scheduled	As Scheduled

(1) Priority 3 and Priority 4 service requests will be addressed Monday through Friday during normal Contractor business hours, excluding holidays.

R. Response and report time

- 1. Contractor shall:
 - a. Comply with response times will be according to the Service Level Response Times tables in this Contract.
 - b. Notify the County when a service request can/cannot be resolved and completed during the first visit.
 - c. Notify Parking Administration immediately of any unresolved issue and expected time/date when request is anticipated to be resolved. Failure to do so may result in assessment of penalties in accordance with Attachment C Schedule of Deductions.

S. Repair Time

1. Contractor shall:

- a. Provide a correction or workaround for Priority 1 and 2 errors within twenty-four (24) hours from Parking Administration's first reporting to Contractor. Failure to do so may result in assessment of penalties in accordance with Attachment C Schedule of Deductions.
- b. Provide a correction or workaround for Priority 3 and 4 errors within seventy-two (72) hours from Parking Administration's first reporting to Contractor. Failure to do so may result in assessment of penalties in accordance with Attachment C Schedule of Deductions.

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T. Total Service

- 1. Contractor shall respond to unscheduled service calls for remedial maintenance (because of normal wear and tear) performed in response to Customer's request on a twenty-four (24) hours per day basis throughout the year, including holidays.
- 2. No one service call or request involving repairs shall exceed \$60,000.

U. Planned Downtime

1. Contractor shall:

- a. Provide planned PARCS downtime for Systems maintenance, for a maximum of eight (8) hours four (4) times per calendar year for the duration of the Contract.
- b. Any additional planned downtimes will be billed at established rates for Non-Covered Services.

V. Obsolete and Unsupported Software or Hardware

1. Contractor shall:

- a. Notify Parking Administration of any hardware or software currently in use that will go unsupported within nine (9) months of obsolescence.
- b. Ensure that this notice is sent to Parking Administration with a report that details the support needed to maintain operational status and a proposal to maintain operational status beyond obsolescence.

W. Service Request Reporting

1. Contractor shall:

- a. Produce monthly, or on demand, reports and data extracts on the service request data.
- b. Provide a mechanism whereby Parking Administration is able to run and print these reports independently if so desired by the County.

2. Report Content

a. <u>Service Level Summary</u>: Summarizes all service requests made within the reporting period including the number of calls received, the average response time, average time to arrive on site, and average repair times for each service level. If run for longer than a single day, the report must include summaries for each day, each week, and each month within the reporting interval. For example, a report run from January 1 through February 28 will show the numbers for each day, as well as the roll-up numbers for each week for January and for February.

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- b. <u>Service Level Compliance</u>: A single-page summary of the service level compliance for the reported period. It will include the total number of service requests, the number of requests that are out of compliance, and details for each service request that is out of compliance for each priority level. The service request details can use as many additional pages as needed.
- c. <u>Service Request Details</u>: Detailed information about any individual service request. The report must be runnable on a single request, a list of requests, a range of requests or all requests within a user-defined time period.
- d. <u>Service Request Summary</u>: Summary information about an individual service request. The report must be runnable on a single request, a list of requests, a range of requests or all requests within a user-defined time period.
- e. <u>Custom Reports</u>: Parking Administration may request custom reports be developed on service requests and service levels at an additional charge. Provided the requested information is available and it is feasible to create the report, Contractor shall make best efforts to meet the request.
 - i. Parking Administration will request the custom report in writing and will include a sample of the desired report content and format.
 - ii. Contractor shall provide a cost proposal for the report development within 10 business days.
 - iii. Parking Administration will review the proposal. If the proposal is accepted, Parking Administration will issue a Purchase Order number to Contractor to proceed with development.

3. Data extracts

- a. Labor and material transaction activity on service requests will be provided in data extracts.
- b. Parking Administration may request custom data extracts be developed at an additional charge. Provided the requested information is available and it is feasible to create the extract, Contractor shall make best efforts to meet the request.
- c. Parking Administration will request the custom data extract in writing and will include a sample of the desired extract content and format.
- d. Contractor shall provide a cost proposal for the extract development within 10 business days.
- e. Parking Administration will review the proposal. If the proposal is accepted, Parking Administration will issue a Purchase Order number to Contractor to proceed with development.

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4. Report Due Dates

a. Contractor shall provide the Service Level Summary and Service Level Compliance reports by the fifth business day of each month for the preceding month. The reports must be submitted with the monthly maintenance invoice.

III. Contractor Responsibilities

A. Contractor shall:

- 1. Before leaving the Customer's location and/or closing any service request, Contractor shall obtain confirmation from the parking operator that a reported problem has been resolved to the operator's satisfaction and notify Parking Administration at (714) 667-9615, or subsequent provided phone number, of the fault status. The name of the person approving the service request closure and person notified at Parking Administration or Parking Operator must be noted in the service request so it appears in the service request reports. Failure to do so may result in assessment of penalties in accordance with Attachment C Schedule of Deductions.
- 2. Must follow all Parking Administration procedures for processing service requests and interacting with the Parking Administration.
- 3. Follow all Parking Administration rules and regulations.
- 4. Properly dispose of all trash and debris generated by their activities at the end of each workday.
- 5. Provide technicians who have a minimum of one (1) year experience on the component on which they are working and who are factory certified as fully qualified to be engaged in the activity on which they are working. Technicians who do not meet these qualifications will not be permitted to work on any Parking Administration systems, software or equipment.

B. Contractor vehicles

1. Contractor shall:

- a. Have the business name clearly shown and affixed to the exterior of the vehicle.
- b. Have a vehicle that is locked and a business card with contact information for the driver must be placed on the dashboard of the vehicle in a manner that it is clearly visible and readable from outside the vehicle.
- c. Have County provided parking access cards are not to be used outside the scope of this Contract.

C. Network (Contractor)

1. Contractor shall:

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- a. Cooperate with OCIT to resolve network failure problems.
- b. Provide labor to resolve issues associated with planned and unplanned network outages.
- c. For planned outages see Planned Downtime section.
- D. Network Change Requirements (Contractor)
 - 1. Contractor shall provide appropriate paperwork for any required network, server or system changes to support the PARCS system such as change requests and access requests before the work is scheduled. Changes that will result in downtime should be scheduled with approval from the County.
- E. Payment Card Industry (PCI) PA-DSS Validation Provisions
 - 1. PCI Standards:

The payment applications are currently certified to be PA DSS v3.2 compliant. Contractor shall maintain the PARCS system to meet continued compliance.

F. Invoicing

Contractor shall provide an invoice in compliance with "Payment-Invoicing Instructions" below to the County at the end of each month.

IV. County Responsibilities

- A. Incidents / Faults
 - 1. The County will provide the following information:
 - a. Name and telephone number of individual placing Service request
 - b. Description of issue
 - c. Troubleshooting steps already performed
 - d. Location of issue
 - e. Priority of the issue as defined in table below
 - f. Contact name and phone number
- B. Parking Operator
 - 1. The County will communicate with the County's Parking Operator to provide the Contractor with all necessary access to staff, facilities and systems required to resolve a service request issue.
- C. Remote Access

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1. The County will provide to Contractor remote access required to facilitate timely maintenance and repair activities. The County will work with Contractor to ensure remote access required to facilitate timely maintenance and repair activities is enabled.

D. Network (County)

- 1. Cisco Equipment
 - a. The County will maintain all hardware and software maintenance on all Cisco equipment used by PARCS.
- E. Network Change Requirements (County)
 - 1. County will provide Contractor procedure for Parking Administration change control processes.
- F. Monthly and Quarterly Meetings
 - 1. Monthly Meetings

Operations personnel from Parking Administration and Contractor agree to meet each month at a mutually agreed upon date and time and at a mutually agreeable venue (in-person or remotely) to review operational matters.

Topics for review include:

- Service request reports for activity the prior month
- Service level performance metrics for the prior month
- Preventative maintenance activities performed by the parking operator the prior month
- Preventative maintenance activities performed by Contractor for lane equipment and IT equipment (reviewed once per quarter)
- Communication concerns or issues by either party
- Training needs by Parking Administration or the parking operator
- Other topics as needed.

2. Quarterly Meetings

- Senior management personnel from Parking Administration and Contractor agree to meet quarterly at a mutually agreed upon date and time to review:
- Overall compliance of the parties to this agreement
- Status of the relationship between the parties

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- Contract terms that may need to be amended and that are mutually agreed upon
- Trends in technology and/or the parking industry that may affect or be of interest to either party
- Upcoming significant projects that may affect both parties (e.g., transition to PARCS Releases, planned County upgrades or changes to the network, planned County outages)
- Proposals for installation of new equipment
- Other topics as needed.

G. Parking for Contractor Vehicles

County will provide parking access for Contractor personnel performing services under this Contract.

V. General Requirements

A. Contractor shall:

- 1. Ensure all precautions for safety are taken.
- 2. Ensure all Contractor vehicles parked on site shall be secure at all times.
- 3. Ensure all tools and materials shall remain in Contractor's possession at all times.
- 4. Ensure all materials that could inflict injury shall be continuously cleaned up as work progresses.
- 5. Furnish all vehicles required to transport equipment and materials to job site.
- 6. Ensure all inspections shall be conducted by County's Project Manager or designee.

VI. Performance

A. Contractor shall:

- 1. Furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, County staff and others during the performance of the work.
- 2. Furnish all materials required for completion of the work. All materials shall be new, first quality and specifically suited for the specific use.
- 3. At all sites, evaluate the specific materials and labor required to complete the repair or alteration, Meet County Project Manager, or other designated representative, to evaluate a specific project and recommend a potential solution or solutions.

- 4. Complete all work in accordance with estimate or contact County Contract coordinator for additional authorization prior to proceeding with the work when the work is estimated to exceed the original estimate by more than 10%.
- 5. Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- 6. Identify and advise County of any additional repair or maintenance work that may be required.

VII. General Conditions

A. Cooperation

Contractor personnel shall be well disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of County Project Manager unless otherwise directed and shall direct all inquiries or requests to County Project Manager.

Exception: the specific request involves public safety or security of the specific facility.

B. Inspection

All work shall be subject to the inspection and approval of County Project Manager, or designee, prior to acceptance and approval for payment.

C. Damages

Contractor shall repair, replace or have the cost or repair or replacement deducted from its payments, at the discretion of County Project Manager, for all damage sustained to County equipment or facilities because of Contractor's operations.

VIII. Security Requirements

A. Contractor shall:

- 1. Follow any special security requirements issued by County Project Manager or designee.
- 2. Report immediately all accidents, spills, damage, unusual conditions and/or unusual activities to Parking Administration at (714) 667-9615.
- 3. Securely close and check all gates and doors to ensure that they are tightly closed and locked.
- 4. Restrict all activities to the immediate work site and adjacent assigned areas.
- 5. Ensure that all Contractor vehicles on site shall be locked and thoroughly secured at all times.
- 6. Ensure that all Contactor tools and materials shall remain in Contractor's possession at all times and shall never be left unattended.

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- 7. Report immediately all lost or misplaced tools or materials to security staff, County contract coordinator and or designee.
- 8. Secure all work areas prior to the end of each workday.
- 9. Ensure Contractor personnel shall not smoke or use profanity or other inappropriate language while on site.
- 10. Ensure Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
- 11. Plan their activities to minimize the number of times they must enter and exit a facility (e.g., transport all tools, equipment and materials needed for the day at the start of work) and restrict all breaks to the absolute minimum.

IX. Amendments – Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County, with the Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

X. Contractor's Expense

The Contractor shall be responsible for all costs related to photocopying, telephone communications or fax communications while on County sites during the performance of work and services under this contract.

XI. Contractor Personnel – Uniforms/Badges/Identification

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

XII. Delivery – Notification

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The Contractor shall notify the County of pending delivery no later than five (5) business days prior to the actual delivery of any goods to be delivered under the terms of this contract.

XIII. Delivery Location – No Loading Dock

Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

XIV. Electrical Wire Requirements

All electrical appliances, equipment or machines requiring 110-120 volt service must be equipped with three-wire electrical cord and caps 5-15 P plug (double insulated wiring or equivalent). The wire must be of an amperage rating so as not to be overloaded by requirements of the appliances, equipment or machines. Appliances, equipment and machines must have UL approval and meet all OSHA and other laws and regulations pertaining to the type of appliance, equipment or machine.

XV. Equipment – Connection Points

If requested by the County, the Contractor agrees to identify on all items of equipment supplied under this contract all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity.

XVI. Equipment – Engineering Changes

Engineering changes determined applicable by the Contractor shall be controlled and installed by the Contractor on equipment covered by this contract. The County may elect to have only mandatory changes, as determined by the Contractor, installed on machines so designated. A written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the County and the Contractor. The Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after the Contractor has made a reasonable effort to secure time to install such changes.

XVII. Equipment Maintenance Service – Parts

Contractor shall furnish and install all new parts, materials and lubricants that meet or exceed the original equipment manufacturer's specifications. The County shall approve any parts, other than those manufactured by the original equipment manufacturer, before being incorporated in the work performed by the Contractor under this contact. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

XVIII. Equipment Maintenance Service – Shop Work

Shop work is included in this price agreement at no extra charge. A comparable piece of equipment will be loaned, when required, at no extra charge. When the equipment needs to be taken from the premises for repair or maintenance, the agency/department supervisor or other authorized person in charge of equipment maintenance must be notified in writing and a receipt must be left for the equipment prior to removal.

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XIX. Equipment Maintenance Service – Unsatisfactory Service

The agency/department having control of the equipment shall notify the assigned Deputy Purchasing Agent in writing of unsatisfactory service.

XX. OEM Equipment Maintenance Standard

The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components will be OEM components. The Contractor agrees to provide maintenance support of OEM equipment for the life of the Contract for all network equipment. At the termination of the Contract, the Contractor guarantees that equipment will meet OEM equipment certification standards.

XXI. Material, Workmanship, and Acceptance

All materials furnished by Contractor in the work shall be new, high grade and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Materials and work quality not conforming to the requirements of the Scope of Work shall be considered defective and shall be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by Contractor, at its expense, when so directed by County.

If Contractor fails to replace any defective or damaged work or material within 48 hours after notice, County may cause such work or materials to be replaced. Replacement expense shall be deducted from the amount to be paid to Contractor.

XXII. Reports/Meetings

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

XXIII. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

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ATTACHMENT B CONTRACTOR'S PRICING

I. Compensation: This is a firm fixed-rate Contract between County and Contractor for PARCS Equipment, Maintenance and Repair as set forth in Attachment A - Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.

II. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Annual Totals		
Year 1	\$1,703,904.94	
Year 2	\$175,000.00	
Year 3	\$175,000.00	

DESCRIPTION OF SERVICES				
Routine Preventative Maintenance	Monthly Fee	Yearly Fee		
Covered Services	3			
Year 1 - Quarterly Maintenance	Included	Included		
Year 2 – Quarterly Maintenance	\$4,166.66	\$50,000.00		
Year 3 – Quarterly Maintenance	\$4,166.66	\$50,000.00		
	Subtotal	\$100,000.00		
Parts and Labor	Monthly Fee	Yearly Fee		
Covered Parts				
Year 1	Included	Included		
Year 2	\$10,416.66	\$125,000.00		
Year 3	\$10,416.66	\$125,000.00		
	Subtotal	\$250,000.00		

Non-Covered Services and Parts			
Year 1	Service/Parts	\$20,000.00	
Year 2	Service/Parts	\$50,000.00	
Year 3	Service/Parts	\$50,000.00	
	Subtotal	\$120,000.00	

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New PARCS Equipment with Installation, Implementation and Start-up by Parking Facility				
Parking Facility	Equipment/ Materials	Labor		
County Administration South (CAS) Underground Parking and Parking Administration Office	\$39,460.60	\$21,382.20		
Civic Center Garage (CCG)	\$48,598.40	\$32,073.30		
P8 Transit Tower	\$64,298.31	\$32,073.30		
P7 Twin Towers and Parking Operator Office	\$215,429.26	\$49,549.95		
P6 Superblock./Appellate Structure	\$99,116.72	\$32,073.30		
P2 Superblock/Court Lot	\$91,919.13	\$42,764.40		
P3 Courthouse Library Structure and Parking Operator Office	\$70,969.82	\$32,073.30		
P1 Stadium Structure and Parking Operator Office	\$203,701.89	\$74,837.70		
Intake Release Center (IRC) Lot	\$47,233.40	\$32,073.30		
Manchester South Structure and Lot (Employee)	\$94,071.80	\$64,146.60		
Manchester North Structure and Lot and Parking Office (Visitor)	\$122,894.76	\$58,801.06		
West Justice Center Lot D	\$26,490.12	\$40,691.10		
West Justice Center Lot E	\$26,490.12	\$40,691.10		
Subtotal Mat	\$1,703,904.94			

Rate Schedule for Non-Covered Services:

Standard Rate Schedule - Regular Service (Monday - Friday, 8am - 5pm)

Standard rates are billed in 30-minute increments with minimum periods defined in the table below. Time exceeding any 30-minute increment is rounded up to the next increment. These rates are applicable during normal Contractor business hours.

Description of Services						
Labor fo	Labor for Service/Maintenance Technician					
Time of Service	Time of Service Minimum Time Period Minimum Period Hourly Rate for After Minimum Period Period					
Regular Hours (8:00 am – 5:00 pm)	1 hour	\$130	\$130			
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am -\$165 12:01 – 759am - \$220	5:01pm-12 am - \$165 12:01-7:59am - \$220			
Holidays	1 hour	\$220	\$220			

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Labor for System Engineer				
Time of Service	Minimum Time Period	Hourly Rate for Minimum Period	Hourly Rate for After Minimum Period	
Regular Hours (8:00 am – 5:00 pm)	1 hour	\$250	\$250	
After Hours (5:01 pm – 7:59 am)	1 hour	5:01 pm – 12 am -\$375 12:01 – 759am - \$500	5:01pm-12 am - \$375 12:01-7:59am - \$500	
Holidays	1 hour	\$500	\$500	

Contractor's holidays defined as:

New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Rate Schedule for Non-Covered Parts:

Material

Refer to Exhibit A for Pricing. Tax and shipping is allowed.

Material Not Included In Exhibit A

Cost +10% or a minimum handling fee of thirty dollars (\$30.00). Tax and shipping are allowed.

Total Contract Not-to-Exceed: \$2,523,904.94

III. Final Payment

Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts the all work and Parking Administration issued badges are returned to Badging Office.

IV. Payment Terms – Payment in Arrears Non-Covered Services

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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V. Regular Payment Terms

Invoices are payable within 30 days, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the address listed below in Section VIII, unless otherwise directed in this Contract. Contractor shall reference Contract number on all invoices. Payment will be Net 30 days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Taxpayer ID Number

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VII. Payment-Invoicing Instructions

The Contractor shall provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor shall leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- 1. Contractor's name and address
- 2. Contractor's remittance address, if different from above
- 3. Name of County Agency/Department
- 4. Delivery/service address
- 5. Master Agreement (MA) number
- 6. Date of order
- 7. Product/service description, quantity and prices
- 8. Sales tax, if applicable
- 9. Freight/delivery charges, if applicable
- 10. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services Attn: Accounts Payable PO Box 4048 Santa Ana, CA 92702-4048

Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

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ATTACHMENT C SCHEDULE OF DEDUCTIONS

In addition to the penalties and deductions set forth elsewhere in this Contract, upon review of a the monthly invoice, the County project manager reserves the right to deduct fees from Contractor's monthly fee payment under any conditions listed below and per Attachment A-Scope of Work

DEDUCTIONS -Limited to 20 deductions per month up to the amount of the parts and labor monthly fee	FREQUENCY	TOTAL PRICE
Response and/or Repair Priority 1	Per Occurrence Per Day	\$2,000.00
Response and/or Repair Priority 2	Per Occurrence Per Day	\$1,000.00
Response and/or Repair Priority 3	Per Occurrence Per Day	\$500.00
Response and/or Repair Priority 4	Per Occurrence Per Day	\$250.00
Response and/or Report Requirements	Per Occurrence Per Day	\$100.00
PCI documentation beyond the allowed two (2) business days And/or PCI Compliance requests	Per Occurrence Per Day	\$500.00

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ATTACHMENT D STAFFING PLAN

Contractor shall;

- A. Supply a list of contractor personnel in conjunction with this contract
- B. Submit any changes to be approved by County or designee

The substitution or addition of contractor personnel in any given category or classification shall be allowed only with prior written approval of County Contract coordinator or designee.

# Name	Title/ Classification	Area/Description of
Eddie LeBlanc	Project Manager	Operations
Mike Lawter	Chief Technical	IT
Hector Miranda	Product Management	Operations
Matt Blitz	Technical Engineer	IT
To Be Assigned	Technician	Operations
To be Assigned	Technician	Service
Chad Smith	Training	Operations

Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and	Project Function
	Telephone Number	
Diamond Bar Electric	Ryan Bogy	Operations
13961 Central Ave.	Office: (909) 860-6590	
Chino, CA 91710	Cell: (562) 449-0667	
	Roger Villanueva	Project Engineer

ATTACHMENT E OUT-OF-SCOPE NON-COVERED PARTS PRICING

Spare Part List		
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Item number	Part Name	Price	Bulk package

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ATTACHMENT F INSTALLATION, TRANSITION AND IMPLEMENTATION PLAN

SCOPE OF WORK / NARRATIVE TRANSITION PLAN

GENERAL OVERVIEW

The scope of this project includes the removal of the existing PARCS equipment, installation of required lane infrastructure – such as electrical conduit and wiring etc. – and the installation of new Scheidt & Bachmann PARCS equipment and software.

Scheidt and Bachmann can transition the system in a manner which allows the owner to continue to process existing tickets while the transition to Scheidt and Bachmann Barcode is ongoing. This process minimizes impact to revenue and parker satisfaction.

TRANSITION DESCRIPTION

Installation of Pay on Foots will take priority so that a payment point is available when lane equipment is switched over. The transition discussion will include the input of parking operations and will take place during the design discussions.

Consistent with processes used at other similar Projects, Scheidt & Bachmann will plan to transition garage PARCS utilizing the following steps:

- 1. System Design Phase This phase is critical step in the project. It impacts the transition period by providing a clear and distinct system operational description thereby reducing installation confusion and testing ambiguity.
- 2. Factory Acceptance Testing The factory acceptance test, which occurs in a controlled environment at our offices with the on-site S&B project manager, Operational Staff, and S&B engineers, allows the equipment to be pre-configured and tested prior to shipment to the site. This drastically reduces in-lane configuration allowing the system to be made available to the public in a shortened period of time.
- 3. Network / Civil Infrastructure Installation and testing of any required network infrastructure would occur prior to installation.
- 4. Installation of Equipment
- 5. Lane Acceptance Test
- 6. Final Acceptance

PHASE 1 SYSTEM DESIGN PHASE

During this Phase the system's functionality becomes intimately known by both parties. The result of this process is a document known as the System Design Document or SDD. This becomes a document of record.

NETWORK AND CIVIL INFRASTRUCTURE

Where possible, prior to conversion of any lanes, all infrastructure work will be completed. We will use this time whenever possible for other work including the installation of any required network infrastructure, electrical infrastructure, and concrete island modification work. It is envisioned that this work can progress on a parallel track as the PARCS conversion.

FACTORY ACCEPTANCE PHASE

Over a 1-week span a representative quantity of equipment for each Garage; i.e. one entry, one exit and one POF is set up and configured per the SDD document. Then each system operation and function is tested repeatedly. This process is witnessed by the assigned S&B PM, and County project staff.

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HeadEnd Installations

It is expected to take 5 days to complete this work.

Equipment Installation

See detailed Scope of Work and Project Schedule

Testing and Acceptance

After each garage is transitioned, a 1-day site acceptance will be completed.

System Warranty

(1-year duration)

S&B's / Subcontractor's Responsibility

- Remove existing lane equipment and Install New S&B Equipment as listed below, during normal business hours
- <u>Install New Interconnect Wire in the existing lane</u>
- Saw Cut new loops, install new loop wire and seal (As needed)
- <u>Seal around the base of all equipment</u>
- <u>Daily Cleanup.</u>
- Provide the most recently listed PA-DSS compliant system for new deployments as evidenced on the PCI Security Council Validated Payment Application Listing.

Owner Responsibility

- Provide any required low voltage conduit (S&B using existing conduit and assumes conduit is usable)
- Install any required low voltage wire from lane device to parking office.
- <u>High Voltage conduit and wire (S&B using existing high voltage wiring and conduit and assumes conduit and wire is reusable)</u>
- Note: The gates provided for this system are for use with automobile traffic only. There is inherent risk when these gates are operated with pedestrian, motorcycle, scooter or bicycle traffic. It is the owner/operator's responsibility to warn its clients of this risk. Scheidt & Bachmann will not indemnify nor be liable for any incidents of injury or damage involving pedestrians, motorcycles, scooters or bicycles.
- Note: There is inherent risk in accepting credit card payments in offline mode.
 Owner/operator understands the system must be monitored very closely in order to minimize the potential loss of revenue as a result of declined credit cards

Network Description

- Network cabling is being provided by Owner.
- <u>Cabling must meet S&B's specifications, which shall meet the current County</u> standard or higher
- Any additional conduit will be provided by Owner
- It is the owner's responsibility to provide business class broadband internet

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File No.: C019147

- connection for transmission of credit card transactions and S & B remote support access.
- It is the owner's responsibility to procure, install, manage and support site firewall for protection of PARCS network from external vulnerabilities.
- <u>It is the owner's responsibility to provide S & B with PCI Compliant system</u> access for remote support. Please refer to PCI-DSS Requirement 8.3.
- It is the owner's responsibility to ensure operating system security patches are deployed on relevant devices in keeping with ongoing PCI-DSS Requirements.

•

Entry Lanes – Typical scope of work per lane layout:

Entry Lanes with Standard entervo. Entry (PGL40/B) – (23 lanes):

- Remove and dispose of existing gate and ticket dispenser
- Install new ticket dispenser, barcode reader and barrier gate. Use 3 ½ X ½" wedge anchors for the lane devices
- <u>Disconnect and dispose existing interconnect conductor cabling.</u>
- Saw Cut new loops, install new loop wire and seal (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the ticket dispenser to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Exit Lanes – Typical scope of work per lane layout:

Exit Lanes with entervo. Exit only (PL40/B) - (16 lanes):

- Remove and dispose of existing gate and exit device
- <u>Install new barrier gate and exit verifier. Use 3 ½ X ½" wedge anchors for the lane devices.</u>
- Disconnect and dispose existing interconnect conductor cabling.
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit device to the barrier gate.
- Remove and dispose of all demolished material and cabling.

$\label{lem:combined} \textbf{Combined Cashier Exit Lanes Typical scope of work per lane layout:}$

Exit Lanes with entervo. Exit and cashier – (8 lanes):

- Remove and dispose of existing gate and exit device
- <u>Install new barrier gate and exit verifier. Use 3 ½ X ½" wedge anchors for the lane devices.</u>
- <u>Disconnect and dispose existing interconnect conductor cabling.</u>
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit to the barrier gate.
- Remove and dispose of all demolished material and cabling.

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Cashier Only Exit Lane Typical scope of work per lane layout:

Exit Lanes with cashier only – (1 lane):

- Remove and dispose of existing gate and exit device
- Install new barrier gate and exit verifier. Use 3 ½ X ½" wedge anchors for the lane devices.
- <u>Disconnect and dispose existing interconnect conductor cabling.</u>
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the exit device to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Card Reader Only Lanes Typical scope of work per lane layout:

<u>Card Reader Lanes Equipment (entervo.key) – (32 lanes):</u>

- Remove and dispose of existing gate and exit device
- <u>Install new barrier gate and exit verifier. Use 3 ½ X ½" wedge anchors for the lane devices.</u>
- <u>Disconnect and dispose existing interconnect conductor cabling.</u>
- Saw Cut new loops, install new loop wire and seal, (As Needed)
- Provide, pull and terminate control cable, as per S&B specification from the entervo.key to the barrier gate.
- Remove and dispose of all demolished material and cabling.

Automatic Pay Stations – Typical scope of work per POF: Automatic Pay Stations PKA40/B – (4 POFs)

- Remove and dispose of existing POF
- Install pay stations. Use 3 ½ X ½" wedge anchors for the devices.

Traffic Control Lights – Typical scope of work:

Traffic Control Light – (16 locations)

- Remove and dispose of existing
- <u>Install Red / Green traffic control lights using seismically appropriate</u> anchoring.
- Provide, pull and terminate control cable, as per S&B spec

Workstations – Typical scope of work:

Workstations – (7 locations)

- Remove and dispose of existing
- <u>Install PA-DSS compliant workstations for dedicated access to entervo</u>
- Network Connections by owner

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Central Cashier – Typical scope of work:

Central Cashier – (1 location)

- Remove and dispose of existing
- <u>Install PA-DSS compliant cashier, fee display and ticket handling components</u>

□Yes ⊠No

☐ Yes ⊠No

⊠ Yes □No

Network Connections by owner

ChipCoin

Use Case Outline	
	Headend Configuration
Cloud	☐ Yes ⊠No
Physical Servers	⊠ Yes □No
	System Media
Barcode	⊠Yes □No

S&B Component Add-ons

Magstripe

Transient Entries

Barcode Reader (Front Facing) ⊠ Yes □No Credit Card Readers ☐ Yes ☒No Transient Exits Barcode Reader (Front Facing) ⊠ Yes □No Credit Card Readers ☑ Yes □No Cash/Credit Pay Stations Barcode Reader (Front Facing) ⊠ Yes ⊠No Coins ⊠ Yes □No Extra Coin Hoppers ☐ Yes ⊠No Recycle Units ⊠ Yes □No Separate BNA / BND ⊠ Yes □No

Special Notes / Other:

Proximity Card Reader

Monthly / Contract Parking	☒ Yes ☐ No
AVI	☐ Yes ⊠No
Proximity Readers	⊠ Yes □No
Personalized Value Card	□ Yes □No
PARIS	□Yes ⊠No
CARS	□Yes ⊠No
Standard Profile (24/7)	⊠ Yes □No
0 1137 / /0/1	

Special Notes / Other:

Transient Parking	✓ Yes □No			
Ticket In / Credit Card Out		\boxtimes	Yes	□ No

Special Notes / Other:

Attachment A

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Special Notes / Other:

Scheidt & Bachmann supplies a configuration request form during project planning. Scheidt & Bachmann will utilize this form to configure items requested below based on client requests. Any additional requests after system configuration may be chargeable to the client on an hourly basis.

Attachment A

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Orange County Bill Of Materials (BOM)

	entervo.	entervo.	Elka	entervo.	entervo.	Exit	Head	Traffic	Work	Central
Garage	Entry	Exit	Gate	Passage/key	Pay	Cashie	End	Light	Station	Cashier
CAS Underground			4	4				4	3	
Civic Center Garage			6	6				2		
P8 Transit Tower	2	1	6	2		1				
P7 Twin Towers	4	4	8			1	1	4	1	
P6 Superblock/Appellate Structure	2	2	4		2					
P2 Superblock/Court Lot	2	3	5			3				
P3 Courthouse Library	2	2	4			2			1	
P1 Stadium Structure	6	6	12		2				1	1
IRC - Intake Release Center Lot			6	6						
Manchester South Structure & Lot			12	12				4		
Manchester North Structure & Lot	3	4	9	2		2		2	1	
West Justice Center Lot D	1	1	2							
West justice Center Lot E	1	1	2							
Totals:	23	24	80	32	4	9	1	16	7	1

Attachment B

Project Schedule

Remove and Replace Fie	eld Devices	<u>Facility</u>
-		

2/27/20-11/12/20

CAS Underground 01/29/20-2/21/20 2/24/20-3/9/20 Center

3/10/20-3/27/20 P8 Transit Tower 3/30/20-4/17/20P7 **Twin Towers**

P2 Superblock/Court Lot 4/20/20-5/6/20 P3 Courthouse Library 5/7/20-5/22/20 P1 Stadium Structure 5/25/20-7/17/20

7/20/20-8/7/20 IRC – Intake Release Center Lot 8/10/20-9/18/20 Manchester South Structure & Lot 9/21/20-10/22/20 Manchester North Structure & Lot

10/23/20-10/20/20 West Justice Center Lot D 10/30/20-11/5/20 West Justice Center Lot E

Civil Work - trenching, cabling, concrete 8/26/19-5/1/20 5/1/20-5/17/20

P6 Superblock/Appellate Structure

2 (5 day) training sessions





Memorandum of Recommendation

DATE: September 26, 2019

TO: Avelino Javier, Deputy Purchasing Agent

FROM: Chair of Evaluation Committee

SUBJECT: Memorandum of Rercommendation- RFP-080-C019147-AJ PARCS Equipment,

Maintenance and Repair

Upon review of the proposals submitted in response to the referenced Request for Proposal, the rankings are as listed below. The Evaluation Committee recommends that OC Public Works proceed with negotiations with the top-ranked proposer.

Proposal Rankings

Vendor Name	Weighted Score (Written 70%)	Weighted Score (Interview 30%)	Total Weighted Score	Rank
Scheidt & Bachmann USA, Inc.	52	24	76	1
Sentry Control Systems, LLC	45	10	54	2
DESIGNA Access Corporation*	29	N/A	29	3

^{*}Not recommended to the next phase of evaluation (Presentation/Interview)

Summary of Evaluators Scoring RFP 080-C019147-AJ - PARCS Equipment, Maintenance and Repair

Evaluation Criteria	Weight	Proposer:	DESIGNA A	ccess Corp	oration						Score	Weighted
Written Criteria	70%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5	Percentage	Score
QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES	20%	3	12	3	12	3	12	3	12		10	7
KEY PERSONNEL	15%	2	6	2	6	3	9	2	6		5	4
WORK PLAN APPROACH	20%	3	12	2	8	3	12	2	8		8	6
COST PROPOSAL	45%	3	27	2	18	3	27	2	18		18	13
Must Faura 4000/	4000/	44.0	F7.0	0.0	44.0	40.0	00.0	0.0	44.0		44	00
Written Proposal Evaluation - Must Equal 100% Oral Criteria		11.0	57.0	9.0	44.0	12.0	60.0	9.0	44.0	Donal #5	41	29
	30%	Panel #1		Panel #2	ı	Panel #3		Panel #4		Panel #5		
PRESENTATION	10%											
SOFTWARE NEEDS/UPDATES/UPGRADES	35%											
SERVICE REQUIREMENTS	35%											
TRAINING	20%											
Oral Proposal Evaluation - Must Equal 100%	100%										0	0
Grand Total - Must Equal 100%										_		29

Evaluation Criteria			Scheidt & B		A, Inc.						Score	Weighted
Written Criteria	70%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5	Percentage	Score
QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES	20%	4	16	5	20	5	20	4	16		14	10
KEY PERSONNEL	15%	4	12	5	15	5	15	4	12		11	8
WORK PLAN APPROACH	20%	4	16	4	16	4	16	4	16		13	9
COST PROPOSAL	45%	5	45	5	45	5	45	5	45		36	25
Written Proposal Evaluation - Must Equal 100%	100%	17.0	89.0	19.0	96.0	19.0	96.0	17.0	89.0		74	52
Oral Criteria	30%	Panel #1		Panel #2	•	Panel #3		Panel #4		Panel #5		
PRESENTATION	10%	5	10	5	10	5	10	5	10		8	2
SOFTWARE NEEDS/UPDATES/UPGRADES	35%	5	35	5	35	5	35	5	35		28	8
SERVICE REQUIREMENTS	35%	5	35	5	35	5	35	5	35		28	8
TRAINING	20%	5	20	5	20	5	20	5	20		16	5
Oral Proposal Evaluation - Must Equal 100%	100%	20.0	100.0	20.0	100.0	20.0	100.0	20.0	100.0		80	24
Grand Total - Must Equal 100%		20.0	100.0	20.0	100.0	20.0	100.0	20.0	100.0		00	76
Grand Total - Must Equal 100%	100/0											70

Page 1 of 2

Summary of Evaluators Scoring RFP 080-C019147-AJ - PARCS Equipment, Maintenance and Repair

Mystee Criteria 79% Panel #1 Panel #2 Panel #3 Panel #4 Panel #5 Panel #	Evaluation Criteria	Weight	Proposor:	Sontry Cont	rol Systoms							Score	Weighted
QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES 20% 5 20 5 20 5 20 6 11 KEY PERSONNEL 15% 4 16 3 12 4 16 4 16 16 11 2 4 16 4 16 16 12 8 20% 4 16 3 12 4 16 4 16 4 16 12 2 8 20% 4 16 3 12 4 16 4 16 12 8 12 8 16 17 19 19 19 19 19 19 19				Sentry Cont		s, LLC	Donal #2		Donal #4		Donal #5		
SEP PERSONNEL 15% 4 12 3 9 4 12 4 12 8 9 6				20	Panel #2	20	-	20	_	20	Panel #5		
Written Proposal Evaluation - Must Equal 100% 17.0 84.0 14.0 68.0 17.0 84.0 17.0 1					5		5		5			_	
COST PROPOSAL					_	ŭ	4		4			· ·	
Written Proposal Evaluation - Must Equal 100% 17.0 84.0 14.0 68.0 17.0 84.0 17.0 1			•		_		4		-	_			-
Parel #4 Parel #4 Parel #5	COST PROPOSAL	45%	4	36	3	27	4	36	4	36		27	19
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
Parel #4 Parel #4 Parel #5													
PRESENTATION 10% 3 6 3 6 2 4 3 6 5 14 5 7 2 14 1 7 2 14 1 7 2 14 1 7 7 2 14 1 7 7 7 1 1 7 7 7 7		100%	17.0	84.0	14.0	68.0	17.0	84.0	17.0	84.0		64	45
SOFTWARE NEEDS/UPDATES/UPGRADES SERVICE REQUIREMENTS TRAINING 35% 35% 22 14 33 21 22 14 15 77 22 14 16 20% 20% 20% 20% 20% 20% 20% 20% 20% 20%	Oral Criteria	30%	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
SERVICE REQUIREMENTS 35% 2 14 3 21 2 14 2 14 2 14 8 2<	PRESENTATION	10%	3	6	3	6	2	4	3	6		4	1
TRAINING 20% 2 8 2 8 2 8 2 8 2 8 2 8 3 9 4 9 4 9 4 9 4 9 4 9 4 9 4 9	SOFTWARE NEEDS/UPDATES/UPGRADES	35%	1	7	2	14	1	7	2	14		8	3
Oral Proposal Evaluation - Must Equal 100% 100% 8.0 35.0 10.0 49.0 7.0 33.0 9.0 42.0 32 10	SERVICE REQUIREMENTS	35%	2	14	3	21	2	14	2	14		13	4
Oral Proposal Evaluation - Must Equal 100% 100% 8.0 35.0 10.0 49.0 7.0 33.0 9.0 42.0 32 10	TRAINING	20%	2	8	2	8	2	8	2	8		6	2
	Oral Proposal Evaluation - Must Found 100%	100%	8.0	35 N	10.0	49 N	7.0	33.0	9.0	42 N		32	10
			0.0	33.0	10.0	43.0	7.0	55.0	3.0	42.0		JZ	54

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Contract Summary Form

Scheidt & Bachmann USA, Inc. MA-080-20010556

SUMMARY OF SIGNIFICANT CHANGES

Not Applicable (New Contract)

SUBCONTRACTORS

This Contract MA-080-20010556 for Parking Access and Revenue Control System Equipment, Maintenance and Repair includes the following subcontractors or pass through to other providers.

Company Name & Address	Contact Name and Telephone Number	Project Function
Diamond Bar Electric	Ryan Bogy	Operations
13961 Central Ave.	Roger Villanueva	Project Engineer
Chino, CA 91710	Office: (909) 860-6590	

CONTRACT OPERATING EXPENSES

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Annual	Totals
Year 1	\$ 1,830,342.32
Year 2	\$ 225,000.00
Year 3	\$ 225,000.00
Total Contract Amount Not-to-Excee	ed: \$ 2,280,342.32

DESCRIPTION OF SERVICES							
Routine Preventative Maintenance	Monthly Fee	Yearly Fee					
Covered Services							
Year 1 - Quarterly Maintenance	Included	Included					
Year 2 – Quarterly Maintenance	\$4,166.66	\$50,000.00					
Year 3 – Quarterly Maintenance	\$4,166.66	\$50,000.00					
	Subtotal:	\$100,000.00					

	Parts and Labor	Monthly Fee	Yearly Fee
	Covered Parts		
Year 1		Included	Included
Year 2		\$10,416.66	\$125,000.00
Year 3		\$10,416.66	\$125,000.00
		Subtotal:	\$250,000.00

Non-Covered Services and	Parts		
Year 1	Service/Parts	\$20,000.00	
Year 2	Service/Parts		
Year 3	Service/Parts	\$50,000.00	
	Subtotal:	\$120,000.00	
New PARCS Equipment w Installation, Implemental and Start-up by Parking Fa	tion		
Parking Facility	Equipment /Material	Labor	
County Administration South (CAS) Underground Parking and Parking Administration Office	\$39,460.60	\$21,382.20	
Civic Center Garage (CCG)	\$48,598.40	\$32,073.30	
P8 Transit Tower	\$64,298.33	\$32,073.30	
P7 Twin Towers and Parking Operator Office	\$215,429.20	\$49,549.95	
P6 Superblock./Appellate Structure	\$99,116.72	\$32,073.30	
P2 Superblock/Court Lot	\$91,919.13	\$42,764.40	
P3 Courthouse Library Structure and Parking Operator Office	\$70,969.82	\$32,073.30	
P1 Stadium Structure and Parking Operator Office	\$203,701.89	\$74,837.70	
Intake Release Center (IRC) Lot	\$47,233.40	\$32,073.30	
Manchester South Structure and Lot (Employee)	\$94,071.80	\$64,146.60	
Manchester North Structure and Lot and Parking Office (Visitor)	\$122,894.70	\$58,801.06	
West Justice Center Lot D	\$26,490.12	\$40,691.10	
West Justice Center Lot E	\$26,490.12	†	
Sales Tax	\$106,437.38	\$0.00	
Subtot	al Material & Labor	\$1,810,342.32	

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001208

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Approved) **DEPARTMENT CONTACT PERSON(S):** Julie Lyons (714) 667-9701

Jeff McMillan (714) 667-4931

SUBJECT: Approve Contract for Heating, Ventilation, Air Conditioning and Duct Cleaning

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	Approved Agreement to Form	Discussion
		3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$416,665 Annual Cost: FY 2020-21

\$1,000,000

FY 2021-22 \$1,000,000 FY 2022-23 \$583,335

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

- 1. Find that the project is categorically exempt from the CEQA, Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
- 2. Authorize the County Procurement Officer or authorized deputy to execute an aggregate contract with The Machado Environmental Corporation dba Air Duct Cleaning Company and Covello's Pacific AirCare, Inc. for Heating, Ventilation and Air Conditioning Equipment and Duct Cleaning Services, effective January 28, 2020, through January 27, 2023, for a contract term of three years in a total aggregate amount not-to-exceed \$3,000,000, with the option to renew for two additional one-year terms upon Board of Supervisors approval.

SUMMARY:

Approval of an aggregate contract with The Machado Environmental Corporation dba Air Duct Cleaning Company and Covello's Pacific AirCare, Inc. for Heating, Ventilation and Air Conditioning Equipment and Duct Cleaning Services will support the continued repair and maintenance of County of Orange equipment and systems.

BACKGROUND INFORMATION:

On July 14, 2019, OC Public Works issued an Invitation for Bids for Heating, Ventilation and Air Conditioning Equipment and Duct Cleaning Services (Services) through the County of Orange (County) online bidding system. On August 23, 2019, three bids were received and evaluated by OC Public Works to determine if the submitted prices in the bids were fair and reasonable (see Attachment D for the Bid Summary).

OC Public Works is recommending the Board of Supervisors (Board) approve aggregate Contract MA-080-20010375 (Contract) with The Machado Environmental Corporation dba Air Duct Cleaning Company and Covello's Pacific AirCare, Inc. (Contractors) for Services, effective January 28, 2020, through January 27, 2023, for a Contract term of three years in a total aggregate amount not-to-exceed \$3 million, with the option to renew for two additional one-year terms upon Board approval.

OC Public Works has conducted due diligence on the Contractors. Reference checks were satisfactory and completed with the companies listed below regarding similar projects. OC Public Works has verified there are no concerns that must be addressed with respect to Contractors' ownership/name, litigation status or conflicts with County interests. OC Public Works utilizes aggregate contracts to provide services to multiple agencies on an as needed basis. The work is assigned to whichever contractor is available and depending upon the request, work can be assigned to both contractors at the same time.

Contractors

The Machado Environmental Corporation dba Air Duct Cleaning Company

Covello's Pacific AirCare, Inc.

References

Ventura County Medical Center Able Engineering Services RBA Builders Inc.

Atascadero State Hospital Aeroseal, LLC NKS Mechanical Contracting, Inc.

The Contract includes subcontractors. See Attachment C for information regarding the subcontractors and Contract Summary Form.

In accordance with Section 3.3-102 of the County Contract Policy Manual, approval by the Board is required for all service contracts where, for any year of the contract, the annual value to any one contractor exceeds \$200,000.

Compliance with CEQA: The proposed project is categorically exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves the operation, repair, maintenance or minor alternation of existing structures, facilities or mechanical equipment involving negligible or no expansion of existing or former uses.

FINANCIAL IMPACT:

Appropriations for the aggregate Contract is included in the FY 2019-20 Budget for Fund 080: OC Public Works and will be included in the budgeting process for future years.

The proposed Contract includes a provision stating the Contract is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the Contract. If such appropriations are not approved, the Contract may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-080-20010375 with The Machado Environmental Corporation dba Air Duct Cleaning Company

Attachment B - Contract MA-080-20010375 with Covello's Pacific AirCare, Inc.

Attachment C - Contract Summary Form

Attachment D - Bid Summary

AGGREGATE CONTRACT MA-080-20010375

FOR

HVAC EQUIPMENT AND DUCT CLEANING SERVICES

BETWEEN

OC PUBLIC WORKS

AND

THE MACHADO ENVIRONMENTAL CORPORATION DBA AIR DUCT CLEANING COMPANY



CONTRACT MA-080-20010375 WITH

THE MACHADO ENVIRONMENTAL CORPORATION DBA AIR DUCT CLEANING COMPANY

FOR

HVAC EQUIPMENT AND DUCT CLEANING SERVICES

This Aggregate Contract MA-080-20010375 for HVAC Equipment and Duct Cleaning Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and The Machado Environmental Corporation dba Air Duct Cleaning Company, with a place of business at 2219 Broadview Drive, Glendale CA, 91208 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Probation – Vendor Clearance Process

RECITALS

WHEREAS, Contractor and County are entering into this Contract for HVAC Equipment and Duct Cleaning Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for HVAC Equipment and Duct Cleaning Services as set forth herein, and Contractor represented that it is qualified to provide HVAC Equipment and Duct Cleaning Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide HVAC Equipment and Duct Cleaning Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for HVAC Equipment and Duct Cleaning Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

HVAC shall mean Heating, Ventilation and Air Conditioning.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in article "Z" below, and as more fully described in article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work

performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities,

including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*..
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any

litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the

opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor.

Additional Terms and Conditions:

- 1. **Scope of Contract:** This Aggregate Contract specifies the contractual terms and conditions by which the County will procure HVAC Equipment and Duct Cleaning Services from the Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by the County. This Contract may be renewed as set forth in article 3 below.
- 3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
- 4. **Aggregate Contract:** This is an aggregate Contract with Covello's Pacific AirCare, Inc., and The Machado Environmental Corporation dba Air Duct Cleaning Company with a Total Aggregate Contract Amount not to exceed \$3,000,000
- 5. **Adjustments Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 8. **Conflict of Interest Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 9. **Conflict of Interest County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to

- adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 13. **Contractor Personnel Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.
 - All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
- 14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 15. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- Cooperative Agreement: The provisions and pricing of this Contract will be extended to other 16. California local or state governmental entities. Governmental entities wishing to use the prenegotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 17. **Data Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 18. **Default Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 26. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Country is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

- 22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- 23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 24. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual inperson delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: The Machado Environmental Corporation dba Air Duct Cleaning

Company

Attn: Cameron Mills 2219 Broadview Drive Glendale CA, 91208 Phone: 818-249-3620

Email: cameron@machadoair.com

County's Project Manager: OC Public Works/OC Facilities

Attn: Dale Vermillion 1143 E. Fruit Street Santa Ana CA, 92701 Phone: 714-667-4963

Email: Dale.Vermillion@ocpw.ocgov.com

cc: OC Public Works/Procurement Services

Attn: Roy Aragon, County DPA 300 North Flower Street, Suite 861

Santa Ana, CA 92703 Phone: 714-667-9747

Email: roy.aragon@ocpw.ocgov.com

- 27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 28. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the

Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

- 29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- 31. **Prevailing Wage:** (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- 32. **Payroll Records**: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (A) The information contained in the payroll record is true and correct.
 - (B) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- 33. **Apprenticeship requirements: The Contractor shall comply with Section 230.1(A), California** Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- 34. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

THE MACHADO ENVIRO	NMENTAL CORPORA	TION DBA AIR DUCT CLEANIN	G COMPANY.*
Thomas	DIHOMAS F	- Pula President	10/29/19
Signature	Name	Title	Date
James Oun	oh Daniel	Quick Assistant Tra	eagurer 10/29/19
Signature	Name	Title	Date
COUNTY AUTHORIZE		sion of the State of California Deputy Purchasing A	gent
Signature	(Print) Name	Title	Date
APPROVED AS TO FO County Counsel Mark S Printed Prensinged by: Mark Sandury By 1D2AF995336249F Deputy 11/6/2019		_	
Date			

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange OC Public Works MA-080-20010375 HVAC Equipment and Duct Cleaning Services

Page 19 of 34 File No.: C017951

ATTACHMENT A SCOPE OF WORK

I. SCOPE OF WORK: Throughout the County of Orange, the HVAC systems shall be thoroughly cleaned by brushing and vacuuming all interior surfaces. Services also include but are not limited to: removing vents, registers, screens, louvres, turning vanes, or other directional air moving devices, coils, drainage pans and other equipment or attachments for scrubbing with soap and water (or other approved cleaning compound), drying, and reinstalling or attaching as needed to complete required work. The Contractor will be responsible for creating and access ports for the purposes of inspection, insertion of cleaning equipment and camera devices as needed to complete the required work; all access ports are to be covered and sealed in a manner the that does not allow the release of air from an active pressurized system upon completion of work. All vacuums must be HEPA filtered, and all sections of the system being cleaned must be placed under negative pressure using HEPA filtered "Negative Air" machines. The cleaning Contractor must prevent any of the contaminants in the systems from being released into the building spaces during the cleaning process.

New products, such as duct liners, coatings, Duct Access Doors, insulation, and REFLECTIX materials is and will be part of this Contract. Additionally, small sections of ducting may be delaminated or rotted, which will fall under the domain of duct cleaning. Duct cleaning is a specialized service that Public Works HVAC contractors do not perform as part of their normal business contract services. On call service requests involving repairs and/or alterations shall not exceed \$60,000.

II. CONTRACTOR REQUIREMENTS:

Contactor shall:

- A. Possess a valid C-20 or C61/D-64 license. A copy of Contractor's license shall be submitted along with bid response.
- B. Be a member in good standing of NADCA (National Air Duct Cleaners Association).
- C. Have a current and valid OSHA compliant written IIPP (injury and illness prevention program) and provide documentation upon request.
- D. Ensure all personnel performing the cleaning operations must minimally possess Certifications in Lift Operation, Fall Protection and Respiratory Safety training (including respirator Fit Test).
- E. Be registered with the Department of Industrial Relations (DIR) in order to submit a proposal for this work. DIR prevailing Wage Rates (Hazardous Material Handler Mechanic SC-3-5-3-2016-1) and the Contractor must be prepared to submit Payroll for any work performed under this Contract, in a method meeting DIR requirements.
- F. Ensure supervision; a foreman having thorough knowledge and experience in cleaning air conditioning systems shall supervise all work. Experienced and qualified personnel shall perform all work in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and CAL/OSHA.
- G. Be responsible for covering and protecting County property from any damage that occurs during the performance of their work and will be responsible for the replacement of any item or items damaged during or by the performance of their work.

- H. Furnish all labor, materials, supplies, tools, equipment, supervision, transportation and any other services or items necessary to accomplish the work.
- I. Ensure that existing heating, ventilating and air conditioning systems shall be maintained to all occupied areas during the normal working week.
- J. Keep the job site clean of all surplus materials and debris. Contractor shall dispose of all debris and leave area clean at the end of each work shift.
- K. Perform services at hours convenient to the customer so as not to interfere with existing operation. No additional costs will be charged for work performed anytime (day or night) Monday through Friday, without authorization by the County project manager or designee.
- L. Guarantee cleaning for one (1) year.
- M. Comply with all Department of Industrial Relations (DIR) requirements for wages and other payroll requirements as well as any other requirements that fall under DIR regulations and scope of enforcement.

III. GENERAL REQUIREMENTS:

- A. As necessary, furnishings and equipment will be protected with plastic tarps where work is being performed.
- B. Upon completion of cleaning, every internal surface will have been cleaned to a point where it is visibly free of accumulated debris and dust.
- C. The work while in progress will be subject to random unannounced inspections by a County project manager or designee, as many inspections may be performed as desired to confirm and ensure that the work is being done according to these specifications.
- D. Any mechanical problems discovered while cleaning will be reported in writing to the County project manager or designee.
- E. Once the cleaning project has been completed, representatives of the Contractor and of the County will do a quality control inspection, should any work not meet the standards of these specifications then that service will be redone to meet the specifications at no additional cost to County.
- F. After the project has been completed, Contractor shall submit a post-project report outlining the scope of work, and which will include photographic documentation of the work that was performed.

IV. PERFORMANCE REQUIREMENTS:

Cleaning of Air Handlers:

A. In the air handlers and plenums, all interior surfaces shall be thoroughly brushed and vacuumed clean. As practical, all non-porous surfaces shall be washed with a paint-safe mild detergent solution.

- B. The interior coils will be coated with coil cleaner solution and then pressure washed from both sides. Cleaning shall be repeated until blockages are eliminated and rinse water appears clean. coil cleaner solutions to protect the longevity of our specially coated or non-coated evaporator coils: Coil Cleaning Solution should be non or extremely low in acidic value "Evaporator coil cleaner only. E.g. NuCalgon Evaporator Fresh."
- C. The condensate pans shall be brushed and/or pressure washed clean of loose debris. Condensate drains shall be inspected and, if necessary, cleaned as possible.
- D. The supply blowers and housings shall be scraped and wire brushed to remove any debris. They will then be cleaned with a mild, paint-safe detergent or degreaser and pressure washed. Precautions shall be taken to ensure no detergent or degreaser enters bearings.
- E. The internal components of the air handlers shall be sanitized using "Oxine", an EPA registered biocide.
- F. All interior dampers, screens, filter racks, and or other miscellaneous HVAC and duct cleaning parts, shall be cleaned using a stiff-bristled brush or wire brush and vacuuming; then washed with a paint-safe detergent solution and water, as practical.
- G. Remove any wet or severely deteriorated fiberglass liner from the air handler and plenums, and replace with new fiberglass of the same thickness. Cover all fiberglass liner (new and existing-remaining) with a layer of Reflectix non-fiberglass liner. All new liner will be firmly secured with welded pins, adhesive and duct sealer.
- H. In smaller vertical plenums, repair and encapsulate all remaining internal fiberglass liner in the plenums with Design Polymerics DP-2510 coating.
- I. Brush and vacuum clean the outside air screens, louvers and dampers.
- J. New filters will be installed if provided by the County project manager or designee at the time of our cleaning.

Cleaning of Ducts:

- A. All return and supply grilles, registers and diffusers shall be removed, washed with a mild paint-safe detergent solution, and then re-installed.
- B. Access points shall be cut into the rigid metal ducts as necessary to completely access the interior for cleaning.
- C. All flexible ducts shall be disconnected at joints, registers, and or other miscellaneous HVAC and Duct Cleaning parts, for cleaning. Longer duct lengths shall be cut at intervals to allow a thorough cleaning of the interior. "Any torn ripped or damaged fiberglass insulation should be repaired with "REFLECTIX" material or approved equal, any other means of repair i.e. Coating with D-2510 should have written approval from the Counties appointed project manager.
- D. All interior surfaces of the supply and return air ducts and VAV / Mixing boxes shall be thoroughly brushed and vacuumed using HEPA filtered collection vacuums.

- E. All interior dampers and turning vanes shall be thoroughly cleaned with a stiff-bristled brush and vacuuming. All manual dampers shall have their settings marked before cleaning and will be reset to original settings after cleaning.
- F. In the ducts, plenums and VAV / Mixing boxes, repair any rips or tears in the surface of the fiberglass liner. Encapsulate (seal-coat) the surface of all fiberglass liner with Design Polymerics DP-2510 coating. "Any torn ripped or damaged fiberglass insulation should be repaired with "REFLECTIX" material or approved equal, any other means of repair i.e. Coating with D-2510 should have written approval from the Counties appointed project manager.
- G. All access holes made in metal ducts shall be sealed with galvanized sheet metal panels of the same gauge as the ducts. Panels shall be installed using duct sealer and self-tapping screws placed a maximum of four (4) inches apart around the entire perimeter. The panel shall overlap the access opening by at least one inch on all edges. Caulking shall be neat and continuous around the perimeter. All surfaces to be caulked and be clean of any dirt, rust, debris, grease, and oils, that would affect sealing. "any access greater than 10" X 10" square shall have a pre manufactured access door installed for ease of future inspection." "All access holes made in metal ducts less than 10" X 10" square shall be sealed with galvanized sheet metal panels 2 gauges heavier than the gauge that was cut into in order to maintain the structural integrity of the duct."
- H. Access panels installed in lined metal duct shall have Reflectix Insulation attached with adhesive and/or pins. All raw edges shall be sealed to prevent fiber liberation.
- I. All flexible ducts shall be reconnected and sealed using sheet-metal screws and approved duct tape or nylon collar straps so as to be air-tight. "approved duct tape and nylon collar strap "not or" per mechanical code requirements."

V. CONTRACTOR'S RESPONSIBILITIES FOR PERFORMANCE WORK:

Contractor hourly rates are to include all hand tools, brushes, vacuum cleaners with HEPA filters and replacement filters, scrapers extension poles, ladders, bosons' chair mechanical fasteners and application tool(s), negative air equipment and necessary ventilation ducting, plastic visqueen for containment purposes, tape, containment materials for walling off work areas, respirator equipment, eye protection, wheel barrows, Georgia buggies or other hauling equipment, the hourly rate for the tradesman, all hand tools and power tools typically used as part of the duct cleaning regimen, overhead, profit, ladders, scaffolding, work truck trailer(s), compressor(s), hoses, and any other tool and/or material common in the industry for the performance of this type of work.

VI. GENERAL CONDITIONS:

- A. All work shall be subject to inspection and approval of the County, either by the Contract project manager or designee at each facility prior to acceptance and approval for payment.
- B. The County reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any preventative maintenance, service or repair, and to utilize information obtained under this contract relative to necessary materials and repairs it deems appropriate.
- C. Workers shall be civil to the Public and County Staff at these facilities but shall only be responsive to the requests of the Contract project manager or designee. All other requests or

- inquiries shall be directed to the Contract project manager or designee. One exception to this rule shall be if the specific request involves public safety or the security of the specific facility.
- D. Many of the locations throughout the County that require the services of the Contractor are secured facilities, and as such, the Contractor and Contractor's staff that enter these facilities are required to participate in a background clearance check. Some of the required documents that the Contractor and his/her staff will be required to submit are a birth certificate, driver's license or California ID, Social security Card, Passport, business card, and or documents required by authorizing agency, which will be copied and returned to the submitter. Clearance time will be a minimum of two (2) weeks. Those who do not pass background will not be admitted to the facilities. The reasons for non-admittance will not be disclosed.
- E. Contractor shall replace or repair or have the cost of replacement or repair deducted from its payment, at the option of the County Contract project manager or designee, of all damage sustained to County equipment or facilities as a result of the Contractor's performance under the Contract.
- F. Contractor shall provide at their expense, all tools normally associated as "hand tools" and equipment necessary to perform the work. This includes ladders, most lift equipment, scaffolding and planking which are to be OSHA approved for the type of work being performed, with the exception of specialized lift equipment that contractor may have to rent to meet unforeseen conditions on site. The rental of specialized equipment shall be approved in advance by the County Project manager or Designee.

VII. MATERIALS:

- A. Contractor shall maintain a supply of spare parts that are common to this type of work.
- B. Contractor shall maintain a reasonable supply system for acquisition of additional parts which will provide all of the additional parts either immediately or with minimal delay.
- C. All parts shall be new and shall meet or exceed the original equipment parts provided by the original manufacturer.
- D. All replacement parts are to be new and of the same manufacturer as the equipment being worked on.
- E. Contractor shall furnish and install any part that is not be supplied by the original equipment manufacturer, and shall furnish all documentation, upon request, required by the County to verify that it is an equal value part. If the part is not found to be of equal quality by the County, the Contractor shall furnish an original equipment part.
- F. Contractor shall warrant all materials and labor for one (1) year after the completion of installation/repairs (or in accordance with manufacturer's warranty if longer). We currently receive a 5 year warranty on the "REFLECTIX" material used and installed for the encapsulation of any fiberglass material found in any air stream. We should try and maintain this as we have had it come loose after year two in some systems and was easily repaired or replaced under warranty at no additional cost to the County of Orange.

VIII. SECURITY REQUIREMENTS SHERIFF'S FORENSIC FACILITY:

The County operates and provides court facilities for the Sheriff's Forensic Unit. Contractors and their employees who perform services in this facility will be required to pass a security screening process and to adhere to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

A. Background Checks:

- 1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance, Clearance must be updated and renewed every twelve (12) months from original date of clearance.
- 2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
- 3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
- 4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
- 5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
- 6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

B. All Facilities:

Contractor shall ensure that:

- 1. All vehicles parked on site shall be locked and thoroughly secured at all times.
- 2. All tools and materials shall remain in possession of the user at all times and shall never be left unattended.
- 3. All lost or misplaced tools shall be reported immediately to the security staff or escort personnel.

4. All materials, especially those materials that could be used to inflict injury such as nails, wire, wood, and any other objects or weapons of convenience, shall be continuously cleaned up and removed from the work site as work progresses.

C. Workmen shall:

1. Have no contact, either verbal or physical, with internees in the facility.

Specifically:

- a) Do not give names or addresses to internees.
- b) Do not receive any names or addresses from internees.
- c) Do not disclose the identity of any internee to anyone outside the facility.
- d) Do not give any materials to internees, especially cigarettes, matches, tools, or any other items that can be considered contraband.
- e) Failure to comply with these requirements is a criminal act and can result in prosecution.
- 2. Plan their activities to minimize the number of times they must enter and exit a facility. i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 3. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.
- 4. If delay or cancellation is necessary, immediately contact the designated on-site Building Coordinator and/or the County's Project Manager.
- 5. Report to the Control Desk or on-site Building Coordinator and sign-in log, name, date and time upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the County's Project Manager.
- 6. Report to the Control Desk or the on-site site Building Coordinator and sign-out name and time when leaving the facility, either temporarily or at the end of the workday.
- 7. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk or the on-site Building Coordinator.
- 8. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

IX. SECURITY REQUIREMENTS FOR PROBATION FACILITIES:

A. Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility per the Vendor Clearance Process detailed in Attachment D.

B. Performance Requirements:

All Contractor vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left

unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or new construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, and any other objects or weapons of convenience) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

C. Contractor's employees shall not:

- 1. Give names or addresses to inmates:
- 2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
- 3. Disclose the identity of any inmate to anyone outside the facility;
- 4. Give any materials to inmates;
- 5. Receive any materials from inmates (including materials to be passed to another individual or inmate); or
- 6. Smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility.

D. Contractor's personnel shall:

- 1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day.
- 2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
- 3. Report to the control desk and sign-in log, name, date and time upon arrival at the job site.
- 4. Report to the control desk and sign-out, name, and time when leaving the facility.
- 5. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's Project Manager or his designee should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.
- 6. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
- 7. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

- 8. Restrict all activities to the immediate work site and adjacent assigned areas.
- 9. Remain with the assigned escort at all times, unless otherwise directed by the onsite coordinator.
- 10. Transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.
- 11. Failure to comply with these requirements is a criminal act and can result in prosecution.

X. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for additional work covering HVAC Equipment and Duct Cleaning Services not specifically called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval for the hours to be worked and hourly rates prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals for HVAC Equipment and Duct Cleaning Services from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

ATTACHMENT B PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for HVAC Equipment and Duct Cleaning as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Aggregate Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Labor Rate per Hour:

Contractor hourly labor rate is to be all inclusive of the following: Overhead & Profit, labor, transportation, workmens "hand tools", normally considered equipment such as vacuums, brushes, scraping tools, breathing equipment, truck for pick-up and delivery of equipment (Truck charges are part of the hourly rate and will not be invoiced separately), scaffolding, hoists, wheel barrows, ventilator fans, air scrubbing equipment, and any other equipment considered to be commonly used in the performance of HVAC and duct cleaning work. Dumpsters are to be paid in addition to Overhead & Profit as they are priced according to weight. Contractor is to turn in all dump tickets with invoice; no Overhead & Profit is to be paid for dumpsters.

Hourly rates for the following – Monday thru Friday: (6:00am - 5:00pm) per hour

 Supervisor
 \$ 132.00

 Foreman
 \$ 132.00

 Lead Worker
 \$ NA

 Journey HVAC Mechanics
 \$ 112.00

 Apprentice/Helper
 \$ 112.00

Hazardous Material Handler Mechanic \$ 112.00

After Hours – Monday thru Friday (5:01pm - 5:59am) per hour

 Supervisor
 \$132.00

 Foreman
 \$132.00

 Lead Worker
 \$NA

 Journey HVAC Mechanics
 \$112.00

 Apprentice/Helper
 \$112.00

Hazardous Material Handler Mechanic \$112.00

<u>Weekend</u> (5:00am – 6:00pm)

per hour

Supervisor <u>\$ 144.00</u> Foreman <u>\$ 144.00</u>

Lead Worker \$NA

Journey HVAC Mechanics \$124.00

Apprentice/Helper \$\frac{124.00}{2}

Hazardous Material Handler Mechanic \$\frac{124.00}{2}\$

After Hours Weekend (6:01pm – 4:59am)

per hour

Supervisor <u>\$ 144.00</u> Foreman <u>\$ 144.00</u>

Lead Worker <u>\$ NA</u>

Journey HVAC Mechanics \$124.00

Apprentice/Helper \$\frac{124.00}{2}

Hazardous Material Handler Mechanic \$124.00

Daily Truck Charge with Driver: Specialized Truck

Daily Charge \$80.00

Overtime for the hours listed above are only applicable as authorized by the County Project manager or Designee, for the sole purposes of meeting emergency needs or time constraints that may be required by the County. No invoice shall be accepted for payment of overtime hours without written consent/approval of the County Project manager or Designee.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

B. Rental Equipment:

For all rental equipment, a copy of the Contractor's invoice is required for reimbursement which shall be submitted with the extended cost multiplied by the mark-up listed below. The maximum percentage mark-up allowed for rental equipment is 10%. Mark-up is prior to tax.

Rental Equipment Mark-up	10%
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*The equipment shall be approved in advance by the County Project manager or Designee

C. Parts and Materials:

- Contractor's parts and materials cost, plus percentage mark-up: <u>15</u> %
 Mark Up
 - *Contractor must supply back-up paperwork for all materials that exceeds \$100.00
- 2. Parts and Materials purchased by the Contractor for HVAC equipment and Duct cleaning services will be charged at the actual cost of the parts (including all applicable taxes) plus the percentage stated above. County will pay for all freight charges. Parts and Materials purchases shall not exceed \$5,000, per item including tax, unless the following process is followed:
 - Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be preapproved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000. The Contractor shall provide the list price and discount price on all invoice(s) for all Miscellaneous Items.
- 3. Contractor is to provide a copy of the suppliers and shippers invoice for all purchases made to complete each project, dumpsters shall fall under the category of straight reimbursement; delivery slips and vendor invoices will be required to be submitted with Contractors monthly invoice.
- 3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. **Firm Discount and Pricing Structure:** The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. **Payment Terms Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. The Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. **Payment Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. EW Number provided by FAC OPS
 - G. Purchase Authorization Number provided by FAC OPS
 - H. Master Agreement (MA) or Purchase Order (PO) number
 - I. Agency/Department's Account Number
 - J. Date of invoice
 - K. Product/service description, quantity, and prices
 - L. Sales tax, if applicable
 - M. Freight/delivery charges, if applicable
 - N. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Maintenance Operations Attn: Facilities Maintenance Operations PMT Admin 1143 E. Fruit Street Santa Ana, CA 92701-4204

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C PROBATION – VENDOR CLEARANCE PROCESS



STEVEN J. SENTMAN

CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-

2000

1055 N. MAIN STREET, 5^{TH} FLOOR SANTA ANA, CA

92701

MAILING ADDRESS: P.O. BOX 10260 SANTA ANA, CA 92711-0260

VENDOR BACKGROUND APPOINTMENT INFORMATION 1535 EAST ORANGEWOOD AVE. ANAHEIM, CA. 92805

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.

NOTE: A number of situations will prevent you from clearing this process, including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.

On the day of your appointment, report to:

Orange County Probation Department – North County Field Services Office 1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805

Please use the stairs adjacent to the ramp in the front of the building to enter. You may bypass the "Do Not Enter" sign posted on the door. You do not need to wait in the weapons screening line on the ramp. Please provide a photo ID to the Sheriff's Special Officer and explain you are here for a background appointment with PSD. Once inside the building, please also check in with reception and ask for **Erin Ontiveros 714-937-4714.**

Bring the following **required** documents with you to your appointment:

- California driver's license or ID; no copies will be accepted.
- Social Security Card; no copies will be accepted.
- Documents that establish employment authorization (whichever applies below):
 - If born in the U.S., bring original birth certificate or U.S. passport; no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and Northern Mariana Islands will be accepted.
 - If you became an American Citizen, bring original U.S. Certificate of Naturalization or U.S. passport; no copies will be accepted.

If you are **not** an American Citizen, **bring original and valid** U.S. Permanent Resident Card (Green Card) or **original and valid** Employment Authorization Document (Work Permit); **no copies will be accepted.**

Please bring employer's business card to the appointment.

All documents need to be original and valid. <u>Only</u> the documents listed above will be accepted.

If you do not have the required documents, you will not be permitted to proceed with the clearance process.

The results will be provided to your employer once the background is complete.

03/18 eo

AGGREGATE CONTRACT MA-080-20010375

FOR

HVAC EQUIPMENT AND DUCT CLEANING SERVICES

BETWEEN

OC PUBLIC WORKS

AND

COVELLO'S PACIFIC AIRCARE, INC.



CONTRACT MA-080-20010375 WITH COVELLO'S PACIFIC AIRCARE, INC. FOR

HVAC EQUIPMENT AND DUCT CLEANING SERVICES

This Aggregate Contract MA-080-20010375 for HVAC Equipment and Duct Cleaning Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Covello's Pacific AirCare, Inc., with a place of business at 2890 Butterfield Rd. Riverside, CA 92503 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Probation – Vendor Clearance Process

RECITALS

WHEREAS, Contractor and County are entering into this Contract for HVAC Equipment and Duct Cleaning Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for HVAC Equipment and Duct Cleaning Services as set forth herein, and Contractor represented that it is qualified to provide HVAC Equipment and Duct Cleaning Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide HVAC Equipment and Duct Cleaning Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for HVAC Equipment and Duct Cleaning Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

HVAC shall mean Heating, Ventilation and Air Conditioning.

County of Orange OC Public Works MA-080-20010375

HVAC Equipment and Duct Cleaning Services

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ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in article "Z" below, and as more fully described in article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work

performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities.

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including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Oualified Insurer

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

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below;

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT..
- A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any

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litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the

opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor.

Additional Terms and Conditions:

- 1. Scope of Contract: This Aggregate Contract specifies the contractual terms and conditions by which the County will procure HVAC Equipment and Duct Cleaning Services from the Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by the County. This Contract may be renewed as set forth in article 3 below.
- 3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
- 4. Aggregate Contract: This is an aggregate Contract with Covello's Pacific AirCare, Inc., and The Machado Environmental Corporation dba Air Duct Cleaning Company with a Total Aggregate Contract Amount not to exceed \$3,000,000.
- 5. Adjustments Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach:
- Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 7. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 8. Conflict of Interest Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 9. Conflict of Interest County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 10. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to

- adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 12. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 13. Contractor Personnel Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.
 - All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
- 14. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 15. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- Cooperative Agreement: The provisions and pricing of this Contract will be extended to other 16. California local or state governmental entities. Governmental entities wishing to use the prenegotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 17. Data Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 18. **Default Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 26. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
 - 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- The Contractor violates the certification by failing to carry out the requirements as noted above.
- 21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

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Page 14 of 34 File No.: C017951 The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer Services.htm

- 22. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- 23. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 24. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 25. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 26. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual inperson delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Covello's Pacific AirCare, Inc.

Attn: Perry Covello 2890 Butterfield Rd. Riverside, CA 92503 Phone: 714-469-1757 Email: perry@pachvac.com

County's Project Manager: OC Public Works/OC Facilities

Attn: Dale Vermillion 1143 E. Fruit Street Santa Ana CA, 92701 Phone: 714-667-4963

Email: Dale. Vermillion a ocpw.ocgov.com

cc: OC Public Works/Procurement Services

Attn: Roy Aragon, County DPA 300 North Flower Street, Suite 861

Santa Ana, CA 92703 Phone: 714-667-9747

Email: roy.aragon@ocpw.ocgov.com

- 27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 28. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior

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Page 16 of 34 File No.: C017951 to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

- 29. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 30. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- Prevailing Wage: (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- 32. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (A) The information contained in the payroll record is true and correct.
 - (B) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- 33. Apprenticeship requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- 34. Registration of Contractors: All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Signature Page follows

Signature Page

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IN WITNESS V	WHEREOF, the Parties hereto hav	e executed this Contract on il	ie date following th
_	CIFIC AIRCARE, INC.*		·
lay A Go	Perry A. Covello	President	10/31/2019
Signature	Name	Title	Date
Street & Call Deborah I	Deborah L. Covello	Secretary	10/31/2019
Signature	Name	Title	Date
201		Deputy Purchasing Agent	
Signature	(Print) Name	Title	Date
APPROVED AS T County Counsel Mark Some Mark Some Department of the County Count	ayrk sanchez		
)atc11/6/			

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A SCOPE OF WORK

I. SCOPE OF WORK: Throughout the County of Orange, the HVAC systems shall be thoroughly cleaned by brushing and vacuuming all interior surfaces. Services also include but are not limited to: removing vents, registers, screens, louvres, turning vanes, or other directional air moving devices, coils, drainage pans and other equipment or attachments for scrubbing with soap and water (or other approved cleaning compound), drying, and reinstalling or attaching as needed to complete required work. The Contractor will be responsible for creating and access ports for the purposes of inspection, insertion of cleaning equipment and camera devices as needed to complete the required work; all access ports are to be covered and sealed in a manner the that does not allow the release of air from an active pressurized system upon completion of work. All vacuums must be HEPA filtered, and all sections of the system being cleaned must be placed under negative pressure using HEPA filtered "Negative Air" machines. The cleaning Contractor must prevent any of the contaminants in the systems from being released into the building spaces during the cleaning process.

New products, such as duct liners, coatings, Duct Access Doors, insulation, and REFLECTIX materials is and will be part of this Contract. Additionally, small sections of ducting may be delaminated or rotted, which will fall under the domain of duct cleaning. Duct cleaning is a specialized service that Public Works HVAC contractors do not perform as part of their normal business contract services. On call service requests involving repairs and/or alterations shall not exceed \$60,000.

II. CONTRACTOR REQUIREMENTS:

Contactor shall:

- A. Possess a valid C-20 or C61/D-64 license. A copy of Contractor's license shall be submitted along with bid response.
- B. Be a member in good standing of NADCA (National Air Duct Cleaners Association).
- C. Have a current and valid OSHA compliant written IIPP (injury and illness prevention program) and provide documentation upon request.
- D. Ensure all personnel performing the cleaning operations must minimally possess Certifications in Lift Operation, Fall Protection and Respiratory Safety training (including respirator Fit Test).
- E. Be registered with the Department of Industrial Relations (DIR) in order to submit a proposal for this work. DIR prevailing Wage Rates (Hazardous Material Handler Mechanic SC-3-5-3-2016-1) and the Contractor must be prepared to submit Payroll for any work performed under this Contract, in a method meeting DIR requirements.
- F. Ensure supervision; a foreman having thorough knowledge and experience in cleaning air conditioning systems shall supervise all work. Experienced and qualified personnel shall perform all work in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and CAL/OSHA.
- G. Be responsible for covering and protecting County property from any damage that occurs during the performance of their work and will be responsible for the replacement of any item or items damaged during or by the performance of their work.

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- H. Furnish all labor, materials, supplies, tools, equipment, supervision, transportation and any other services or items necessary to accomplish the work.
- I. Ensure that existing heating, ventilating and air conditioning systems shall be maintained to all occupied areas during the normal working week.
- J. Keep the job site clean of all surplus materials and debris. Contractor shall dispose of all debris and leave area clean at the end of each work shift.
- K. Perform services at hours convenient to the customer so as not to interfere with existing operation. No additional costs will be charged for work performed anytime (day or night) Monday through Friday, without authorization by the County project manager or designee.
- L. Guarantee cleaning for one (1) year.
- M. Comply with all Department of Industrial Relations (DIR) requirements for wages and other payroll requirements as well as any other requirements that fall under DIR regulations and scope of enforcement.

III. GENERAL REQUIREMENTS:

- A. As necessary, furnishings and equipment will be protected with plastic tarps where work is being performed.
- B. Upon completion of cleaning, every internal surface will have been cleaned to a point where it is visibly free of accumulated debris and dust.
- C. The work while in progress will be subject to random unannounced inspections by a County project manager or designee, as many inspections may be performed as desired to confirm and ensure that the work is being done according to these specifications.
- D. Any mechanical problems discovered while cleaning will be reported in writing to the County project manager or designee.
- E. Once the cleaning project has been completed, representatives of the Contractor and of the County will do a quality control inspection, should any work not meet the standards of these specifications then that service will be redone to meet the specifications at no additional cost to County.
- F. After the project has been completed, Contractor shall submit a post-project report outlining the scope of work, and which will include photographic documentation of the work that was performed.

IV. PERFORMANCE REQUIREMENTS:

Cleaning of Air Handlers:

A. In the air handlers and plenums, all interior surfaces shall be thoroughly brushed and vacuumed clean. As practical, all non-porous surfaces shall be washed with a paint-safe mild detergent solution.

- B. The interior coils will be coated with coil cleaner solution and then pressure washed from both sides. Cleaning shall be repeated until blockages are eliminated and rinse water appears clean. coil cleaner solutions to protect the longevity of our specially coated or non-coated evaporator coils: Coil Cleaning Solution should be non or extremely low in acidic value "Evaporator coil cleaner only. E.g. NuCalgon Evaporator Fresh."
- C. The condensate pans shall be brushed and/or pressure washed clean of loose debris. Condensate drains shall be inspected and, if necessary, cleaned as possible.
- D. The supply blowers and housings shall be scraped and wire brushed to remove any debris. They will then be cleaned with a mild, paint-safe detergent or degreaser and pressure washed. Precautions shall be taken to ensure no detergent or degreaser enters bearings.
- E. The internal components of the air handlers shall be sanitized using "Oxine", an EPA registered biocide.
- F. All interior dampers, screens, filter racks, and or other miscellaneous HVAC and duct cleaning parts, shall be cleaned using a stiff-bristled brush or wire brush and vacuuming; then washed with a paint-safe detergent solution and water, as practical.
- G. Remove any wet or severely deteriorated fiberglass liner from the air handler and plenums, and replace with new fiberglass of the same thickness. Cover all fiberglass liner (new and existing-remaining) with a layer of Reflectix non-fiberglass liner. All new liner will be firmly secured with welded pins, adhesive and duct sealer.
- H. In smaller vertical plenums, repair and encapsulate all remaining internal fiberglass liner in the plenums with Design Polymerics DP-2510 coating.
- I. Brush and vacuum clean the outside air screens, louvers and dampers.
- J. New filters will be installed if provided by the County project manager or designee at the time of our cleaning.

Cleaning of Ducts:

- A. All return and supply grilles, registers and diffusers shall be removed, washed with a mild paint-safe detergent solution, and then re-installed.
- B. Access points shall be cut into the rigid metal ducts as necessary to completely access the interior for cleaning.
- C. All flexible ducts shall be disconnected at joints, registers, and or other miscellaneous HVAC and Duct Cleaning parts, for cleaning. Longer duct lengths shall be cut at intervals to allow a thorough cleaning of the interior. "Any torn ripped or damaged fiberglass insulation should be repaired with "REFLECTIX" material or approved equal, any other means of repair i.e. Coating with D-2510 should have written approval from the Counties appointed project manager.
- D. All interior surfaces of the supply and return air ducts and VAV / Mixing boxes shall be thoroughly brushed and vacuumed using HEPA filtered collection vacuums.

- E. All interior dampers and turning vanes shall be thoroughly cleaned with a stiff-bristled brush and vacuuming. All manual dampers shall have their settings marked before cleaning and will be reset to original settings after cleaning.
- F. In the ducts, plenums and VAV / Mixing boxes, repair any rips or tears in the surface of the fiberglass liner. Encapsulate (seal-coat) the surface of all fiberglass liner with Design Polymerics DP-2510 coating. "Any torn ripped or damaged fiberglass insulation should be repaired with "REFLECTIX" material or approved equal, any other means of repair i.e. Coating with D-2510 should have written approval from the Counties appointed project manager.
- G. All access holes made in metal ducts shall be sealed with galvanized sheet metal panels of the same gauge as the ducts. Panels shall be installed using duct sealer and self-tapping screws placed a maximum of four (4) inches apart around the entire perimeter. The panel shall overlap the access opening by at least one inch on all edges. Caulking shall be neat and continuous around the perimeter. All surfaces to be caulked and be clean of any dirt, rust, debris, grease, and oils, that would affect sealing. "any access greater than 10" X 10" square shall have a pre manufactured access door installed for ease of future inspection." "All access holes made in metal ducts less than 10" X 10" square shall be sealed with galvanized sheet metal panels 2 gauges heavier than the gauge that was cut into in order to maintain the structural integrity of the duct."
- H. Access panels installed in lined metal duct shall have Reflectix Insulation attached with adhesive and/or pins. All raw edges shall be sealed to prevent fiber liberation.
- I. All flexible ducts shall be reconnected and sealed using sheet-metal screws and approved duct tape or nylon collar straps so as to be air-tight. "approved duct tape and nylon collar strap "not or" per mechanical code requirements."

V. CONTRACTOR'S RESPONSIBILITIES FOR PERFORMANCE WORK:

Contractor hourly rates are to include all hand tools, brushes, vacuum cleaners with HEPPA filters and replacement filters, scrapers extension poles, ladders, bosons' chair mechanical fasteners and application tool(s), negative air equipment and necessary ventilation ducting, plastic visqueen for containment purposes, tape, containment materials for walling off work areas, respirator equipment, eye protection, wheel barrows, Georgia buggies or other hauling equipment, the hourly rate for the tradesman, all hand tools and power tools typically used as part of the duct cleaning regimen, overhead, profit, ladders, scaffolding, work truck trailer(s), compressor(s), hoses, and any other tool and/or material common in the industry for the performance of this type of work.

VI. GENERAL CONDITIONS:

- A. All work shall be subject to inspection and approval of the County, either by the Contract project manager or designee at each facility prior to acceptance and approval for payment.
- B. The County reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any preventative maintenance, service or repair, and to utilize information obtained under this contract relative to necessary materials and repairs it deems appropriate.
- C. Workers shall be civil to the Public and County Staff at these facilities but shall only be responsive to the requests of the Contract project manager or designee. All other requests or

- inquiries shall be directed to the Contract project manager or designee. One exception to this rule shall be if the specific request involves public safety or the security of the specific facility.
- D. Many of the locations throughout the County that require the services of the Contractor are secured facilities, and as such, the Contractor and Contractor's staff that enter these facilities are required to participate in a background clearance check. Some of the required documents that the Contractor and his/her staff will be required to submit are a birth certificate, driver's license or California ID, Social security Card, Passport, business card, and or documents required by authorizing agency, which will be copied and returned to the submitter. Clearance time will be a minimum of two (2) weeks. Those who do not pass background will not be admitted to the facilities. The reasons for non-admittance will not be disclosed.
- E. Contractor shall replace or repair or have the cost of replacement or repair deducted from its payment, at the option of the County Contract project manager or designee, of all damage sustained to County equipment or facilities as a result of the Contractor's performance under the Contract.
- F. Contractor shall provide at their expense, all tools normally associated as "hand tools" and equipment necessary to perform the work. This includes ladders, most lift equipment, scaffolding and planking which are to be OSHA approved for the type of work being performed, with the exception of specialized lift equipment that contractor may have to rent to meet unforeseen conditions on site. The rental of specialized equipment shall be approved in advance by the County Project manager or Designee.

VII. MATERIALS:

- A. Contractor shall maintain a supply of spare parts that are common to this type of work.
- B. Contractor shall maintain a reasonable supply system for acquisition of additional parts which will provide all of the additional parts either immediately or with minimal delay.
- C. All parts shall be new and shall meet or exceed the original equipment parts provided by the original manufacturer.
- D. All replacement parts are to be new and of the same manufacturer as the equipment being worked on.
- E. Contractor shall furnish and install any part that is not be supplied by the original equipment manufacturer, and shall furnish all documentation, upon request, required by the County to verify that it is an equal value part. If the part is not found to be of equal quality by the County, the Contractor shall furnish an original equipment part.
- F. Contractor shall warrant all materials and labor for one (1) year after the completion of installation/repairs (or in accordance with manufacturer's warranty if longer). We currently receive a 5 year warranty on the "REFLECTIX" material used and installed for the encapsulation of any fiberglass material found in any air stream. We should try and maintain this as we have had it come loose after year two in some systems and was easily repaired or replaced under warranty at no additional cost to the County of Orange.

VIII. SECURITY REQUIREMENTS SHERIFF'S FORENSIC FACILITY:

The County operates and provides court facilities for the Sheriff's Forensic Unit. Contractors and their employees who perform services in this facility will be required to pass a security screening process and to adhere to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

A. Background Checks:

- 1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance, Clearance must be updated and renewed every twelve (12) months from original date of clearance.
- No person, who is required to enter a secured facility of the Sheriff, shall be assigned
 to perform work under this contract that has not received prior clearance from the
 Sheriff-Coroner Department.
- 3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
- 4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
- 5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
- Contractor Security Clearance information forms shall be thoroughly and accurately
 completed. Omissions or false statements, regardless of the nature or magnitude, may
 be grounds for denying clearance.
- 7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

B. All Facilities:

Contractor shall ensure that:

- 1. All vehicles parked on site shall be locked and thoroughly secured at all times.
- 2. All tools and materials shall remain in possession of the user at all times and shall never be left unattended.
- 3. All lost or misplaced tools shall be reported immediately to the security staff or escort personnel.

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Page 25 of 34 File No.: C017951 4. All materials, especially those materials that could be used to inflict injury such as nails, wire, wood, and any other objects or weapons of convenience, shall be continuously cleaned up and removed from the work site as work progresses.

C. Workmen shall:

1. Have no contact, either verbal or physical, with internees in the facility.

Specifically:

- a) Do not give names or addresses to internees.
- b) Do not receive any names or addresses from internees.
- c) Do not disclose the identity of any internee to anyone outside the facility.
- d) Do not give any materials to internees, especially cigarettes, matches, tools, or any other items that can be considered contraband.
- e) Failure to comply with these requirements is a criminal act and can result in prosecution.
- Plan their activities to minimize the number of times they must enter and exit a facility.i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 3. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.
- 4. If delay or cancellation is necessary, immediately contact the designated on-site Building Coordinator and/or the County's Project Manager.
- 5. Report to the Control Desk or on-site Building Coordinator and sign-in log, name, date and time upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the County's Project Manager.
- 6. Report to the Control Desk or the on-site site Building Coordinator and sign-out name and time when leaving the facility, either temporarily or at the end of the workday.
- 7. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk or the on-site Building Coordinator.
- Securely close and check all gates and doors to ensure that they are tightly closed and locked.

IX. SECURITY REQUIREMENTS FOR PROBATION FACILITIES:

A. Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility per the Vendor Clearance Process detailed in Attachment D.

B. Performance Requirements:

All Contractor vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left

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Page 26 of 34 File No.: C017951 unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or new construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, and any other objects or weapons of convenience) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

C. Contractor's employees shall not:

- 1. Give names or addresses to inmates;
- 2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
- 3. Disclose the identity of any inmate to anyone outside the facility;
- 4. Give any materials to inmates;
- 5. Receive any materials from inmates (including materials to be passed to another individual or inmate); or
- 6. Smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility.

D. Contractor's personnel shall:

- Comply with the written schedule provided by the County which shall clearly show
 the specific start and end times for each work day.
- 2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
- Report to the control desk and sign-in log, name, date and time upon arrival at the job site.
- 4. Report to the control desk and sign-out, name, and time when leaving the facility.
- 5. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's Project Manager or his designee should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.
- 6. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
- 7. Securely close and check all gates and doors to ensure that they are tightly closed and locked.

- 8. Restrict all activities to the immediate work site and adjacent assigned areas.
- Remain with the assigned escort at all times, unless otherwise directed by the onsite coordinator.
- 10. Transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.
- 11. Failure to comply with these requirements is a criminal act and can result in prosecution.

X. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for additional work covering HVAC Equipment and Duct Cleaning Services not specifically called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval for the hours to be worked and hourly rates prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals for HVAC Equipment and Duct Cleaning Services from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

ATTACHMENT B PAYMENT/COMPENSATION

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for HVAC Equipment and Duct Cleaning as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Aggregate Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Labor Rate per Hour:

Contractor hourly labor rate is to be all inclusive of the following: Overhead & Profit, labor, transportation, workmens "hand tools", normally considered equipment such as vacuums, brushes, scraping tools, breathing equipment, truck for pick-up and delivery of equipment (Truck charges are part of the hourly rate and will not be invoiced separately), scaffolding, hoists, wheel barrows, ventilator fans, air scrubbing equipment, and any other equipment considered to be commonly used in the performance of HVAC and duct cleaning work. Dumpsters are to be paid in addition to Overhead & Profit as they are priced according to weight. Contractor is to turn in all dump tickets with invoice; no Overhead & Profit is to be paid for dumpsters.

Hourly rates for the fo	Monday Mond	los then Enidos	(6:00am	5.00mm)
Hourly rates for the to	MOWING - MIONG	iav intii Fridav	: (o:uuam -	5:00mm3

per hour

Supervisor	\$ 62.50
Foreman	\$ 62.50
Lead Worker	\$ 62.50
Journey HVAC Mechanics	\$ 65.50
Apprentice/Helper	\$ <u>60.50</u>
Hazardous Material Handler Mechanic	\$ 62.50

After Hours – Monday thru Friday (5:01pm - 5:59am)

per hour

Supervisor	\$ 72.50
Foreman	\$ 72.50
Lead Worker	\$ 72.50
Journey HVAC Mechanics	\$ 75.50
Apprentice/Helper	\$_55.00

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Hazardous Material Handler Mechanic \$72.50

Weekend (5:00am - 6:00pm)

per hour

Supervisor	\$ 72.50
Foreman	\$ 72.50

Lead Worker \$72.50

Journey HVAC Mechanics \$75.50

Apprentice/Helper \$68.50

Hazardous Material Handler Mechanic \$ 72.50

After Hours Weekend (6:01pm - 4:59am)

per hour

 Supervisor
 \$ 72.50

 Foreman
 \$ 72.50

 Lead Worker
 \$ 72.50

 Journey HVAC Mechanics
 \$ 77.50

Apprentice/Helper \$55.00

Hazardous Material Handler Mechanic \$72.50

Daily Truck Charge with Driver: Specialized Truck

Daily Charge \$68.50

Overtime for the hours listed above are only applicable as authorized by the County Project manager or Designee, for the sole purposes of meeting emergency needs or time constraints that may be required by the County. No invoice shall be accepted for payment of overtime hours without written consent/approval of the County Project manager or Designee.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

B. Rental Equipment:

For all rental equipment, a copy of the Contractor's invoice is required for reimbursement which shall be submitted with the extended cost multiplied by the mark-up listed below. The maximum percentage mark-up allowed for rental equipment is 15%. Mark-up is prior to tax.

Rental Equipment Mark-up	15%

^{*}The equipment shall be approved in advance by the County Project manager or Designee

C. Parts and Materials:

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- Contractor's parts and materials cost, plus percentage mark-up: 15 %
 Mark Up
 - *Contractor must supply back-up paperwork for all materials that exceeds \$100.00
- 2. Parts and Materials purchased by the Contractor for HVAC equipment and Duct cleaning services will be charged at the actual cost of the parts (including all applicable taxes) plus the percentage stated above. County will pay for all freight charges. Parts and Materials purchases shall not exceed \$5,000, per item including tax, unless the following process is followed.

Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be preapproved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000. The Contractor shall provide the list price and discount price on all invoice(s) for all Miscellaneous Items.

- 3. Contractor is to provide a copy of the suppliers and shippers invoice for all purchases made to complete each project, dumpsters shall fall under the category of straight reimbursement; delivery slips and vendor invoices will be required to be submitted with Contractors monthly invoice.
- 3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 4. Firm Discount and Pricing Structure: The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. The Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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Page 31 of 34 File No.: C017951 Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. Payment Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. EW Number provided by FAC OPS
 - G. Purchase Authorization Number provided by FAC OPS
 - H. Master Agreement (MA) or Purchase Order (PO) number
 - I. Agency/Department's Account Number
 - J. Date of invoice
 - K. Product/service description, quantity, and prices
 - L. Sales tax, if applicable
 - M. Freight/delivery charges, if applicable
 - N. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Maintenance Operations
Attn: Facilities Maintenance Operations PMT Admin
1143 E. Fruit Street
Santa Ana, CA 92701-4204

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C PROBATION – VENDOR CLEARANCE PROCESS



STEVEN J. SENTMAN

CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-

1055 N. MAIN STREET, 5TH FLOOR SANTA ANA, CA 92701

MAILING ADDRESS; P.O. BOX 10260 SANTA ANA, CA 92711-0260

VENDOR BACKGROUND APPOINTMENT INFORMATION 1535 EAST ORANGEWOOD AVE. ANAHEIM, CA. 92805

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a security clearance that includes being fingerprinted.

NOTE: A number of situations will prevent you from clearing this process, including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest; or pending criminal matters, use of false or altered documents, or dishonesty when providing requested information.

On the day of your appointment, report to:

Orange County Probation Department – North County Field Services Office 1535 EAST ORANGEWOOD AVE., ANAHEIM CA. 92805

Please use the stairs adjacent to the ramp in the front of the building to enter. You may bypass the "Do Not Enter" sign posted on the door. You do not need to wait in the weapons screening line on the ramp. Please provide a photo ID to the Sheriff's Special Officer and explain you are here for a background appointment with PSD. Once inside the building, please also check in with reception and ask for **Erin Ontiveros 714-937-4714**.

Bring the following *required* documents with you to your appointment:

- California driver's license or ID; no copies will be accepted.
- Social Security Card; no copies will be accepted.
- Documents that establish employment authorization (whichever applies below):
 - If born in the U.S., bring original birth certificate or U.S. passport; no copies, abstracts, or hospital-issued certificates will be accepted; no passports from U.S. Territories: American Samoa, Swain Islands, and Northern Mariana Islands will be accepted.
 - If you became an American Citizen, bring original U.S. Certificate of Naturalization or U.S. passport; no copies will be accepted.

County of Orange OC Public Works MA-080-20010375

HVAC Equipment and Duct Cleaning Services

Page 33 of 34
File No.: C017951

If you are not an American Citizen, bring original and valid U.S. Permanent Resident Card (Green Card) or original and valid Employment Authorization Document (Work Permit); no copies will be accepted.

Please bring employer's business card to the appointment.

All documents need to be original and valid. Only the documents listed above will be accepted.

If you do not have the required documents, you will not be permitted to proceed with the clearance process.

The results will be provided to your employer once the background is complete.

03/18 eo

County of Orange OC Public Works MA-080-20010375

HVAC Equipment and Duct Cleaning Services

Page 34 of 34
File No.: C017951

Contract Summary Form

The Machado Environmental Corporation dba Air Duct Cleaning Company

SUBCONTRACTORS

This contract allows for subcontracting with Facilities Operations consent pursuant to DD. Subcontracting within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

		 • • • • • • • • • • • • • • • • • • •
Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown and
		Services are
		provided on an as-
		needed basis.
		Therefore,
		expenses are not
		known at this time

CONTRACT OPERATING EXPENSES

Attachment B, Payment/Compensation; Section 2. "Fees and Charges", Section A. <u>Labor Rate per Hour</u>, Section B. <u>Rental Equipment</u>, Section C. <u>Parts and Materials</u> and D. Total Aggregate Contract Amount Not to Exceed.

A. Labor Rate per Hour:

Contractor hourly labor rate is to be all inclusive of the following: Overhead & Profit, labor, transportation, workmens "hand tools", normally considered equipment such as vacuums, brushes, scraping tools, breathing equipment, truck for pick-up and delivery of equipment (Truck charges are part of the hourly rate and will not be invoiced separately), scaffolding, hoists, wheel barrows, ventilator fans, air scrubbing equipment, and any other equipment considered to be commonly used in the performance of HVAC and duct cleaning work. Dumpsters are to be paid in addition to Overhead & Profit as they are priced according to weight. Contractor is to turn in all dump tickets with invoice; no Overhead & Profit is to be paid for dumpsters.

Hourly rates for the following – Monday thru Friday: (6:00am - 5:00pm)

per hour

Supervisor \$\frac{\\$132.00}{\$132.00}\$

Foreman \$\frac{\\$132.00}{\$132.00}\$

Lead Worker \$\frac{\\$NA}{\$12.00}\$

Journey HVAC Mechanics \$\frac{112.00}{\$12.00}\$

Apprentice/Helper \$ 112.00

Hazardous Material Handler Mechanic \$112.00

After Hours – Monday thru Friday (5:01pm - 5:59am)

per hour

Supervisor \$132.00
Foreman \$132.00
Lead Worker \$NA

Journey HVAC Mechanics \$112.00

Apprentice/Helper \$\frac{112.00}{200}

Hazardous Material Handler Mechanic \$112.00

<u>Weekend</u> (5:00am – 6:00pm)

per hour

Supervisor <u>\$ 144.00</u> Foreman \$ 144.00

Lead Worker \$ NA

Journey HVAC Mechanics \$124.00

Apprentice/Helper \$\frac{124.00}{}

Hazardous Material Handler Mechanic \$ 124.00

After Hours Weekend (6:01pm – 4:59am)

per hour

Supervisor \$144.00

Foreman <u>\$ 144.00</u> Lead Worker <u>\$ NA</u>

Journey HVAC Mechanics \$124.00

Apprentice/Helper \$\frac{124.00}{}

Hazardous Material Handler Mechanic \$124.00

Daily Truck Charge with Driver: Specialized Truck

Daily Charge \$80.00

Overtime for the hours listed above are only applicable as authorized by the County Project manager or Designee, for the sole purposes of meeting emergency needs or time constraints that may be required by the County. No invoice shall be accepted for payment of overtime hours without written consent/approval of the County Project manager or Designee.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

B. Rental Equipment:

For all rental equipment, a copy of the Contractor's invoice is required for reimbursement which shall be submitted with the extended cost multiplied by the mark-up listed below. The maximum percentage mark-up allowed for rental equipment is 10%. Mark-up is prior to tax.

Rental Equipment Mark-up	10%

^{*}The equipment shall be approved in advance by the County Project manager or Designee

C. Parts and Materials:

Contractor's parts and materials cost, plus percentage mark-up: 15 %
 Mark Up

*Contractor must supply back-up paperwork for all materials that exceeds \$100.00

2. Parts and Materials purchased by the Contractor for HVAC equipment and Duct cleaning services will be charged at the actual cost of the parts (including all applicable taxes) plus the percentage stated above. County will pay for all freight charges. Parts and Materials purchases shall not exceed \$5,000, per item including tax, unless the following process is followed.

Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be preapproved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000. The Contractor shall provide the list price and discount price on all invoice(s) for all Miscellaneous Items.

3. Contractor is to provide a copy of the suppliers and shippers invoice for all purchases made to complete each project, dumpsters shall fall under the category of straight reimbursement; delivery slips and vendor invoices will be required to be submitted with Contractors monthly invoice.

Contract Summary Form

Covello's Pacific AirCare, Inc.

SUBCONTRACTORS

This contract allows for subcontracting with Facilities Operations consent pursuant to DD. Subcontracting within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

	<u> </u>	
Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown and
		Services are
		provided on an as-
		needed basis.
		Therefore,
		expenses are not
		known at this time

CONTRACT OPERATING EXPENSES

Attachment B, Payment/Compensation; Section 2. "Fees and Charges", Section A. <u>Labor Rate per Hour</u>, Section B. <u>Rental Equipment</u>, Section C. <u>Parts and Materials</u> and D. Total Aggregate Contract Amount Not to Exceed.

A. Labor Rate per Hour:

Contractor hourly labor rate is to be all inclusive of the following: Overhead & Profit, labor, transportation, workmens "hand tools", normally considered equipment such as vacuums, brushes, scraping tools, breathing equipment, truck for pick-up and delivery of equipment (Truck charges are part of the hourly rate and will not be invoiced separately), scaffolding, hoists, wheel barrows, ventilator fans, air scrubbing equipment, and any other equipment considered to be commonly used in the performance of HVAC and duct cleaning work. Dumpsters are to be paid in addition to Overhead & Profit as they are priced according to weight. Contractor is to turn in all dump tickets with invoice; no Overhead & Profit is to be paid for dumpsters.

Hourly rates for the following – Monday thru Friday: (6:00am - 5:00pm)

per hour

Supervisor S	§ 62.50
Foreman	\$ 62.50
Lead Worker	\$ 62.50
Journey HVAC Mechanics	\$ 65.50
Apprentice/Helper	\$ <u>60.50</u>
Hazardous Material Handler Mechanic	\$ 62.50

After Hours - Monday thru Friday (5:01pm - 5:59am)

per hour

Supervisor	\$ 72.50
Foreman	\$ 72.50
Lead Worker	\$ 72.50
Journey HVAC Mechanics	\$ 75.50
Apprentice/Helper	\$ <u>55.00</u>
Hazardous Material Handler Mechanic	\$ 72.50

<u>Weekend</u> (5:00am – 6:00pm)

per hour

Supervisor §	§ 72.50
Foreman	\$ 72.50
Lead Worker	\$ 72.50
Journey HVAC Mechanics	\$ 75.50
Apprentice/Helper	\$ <u>68.50</u>
Hazardous Material Handler Mechanic	\$ 72.50

After Hours Weekend (6:01pm - 4:59am)

per hour

Supervisor §	72.50
Foreman	\$ 72.50
Lead Worker	\$ 72.50
Journey HVAC Mechanics	\$ 77.50
Apprentice/Helper	\$ <u>55.00</u>
Hazardous Material Handler Mechanic	\$ 72.50
Journey HVAC Mechanics Apprentice/Helper	\$ 77.50 \$ 55.00

<u>Daily Truck Charge with Driver:</u> Specialized Truck

Daily Charge \$68.50

Overtime for the hours listed above are only applicable as authorized by the County Project manager or Designee, for the sole purposes of meeting emergency needs or time constraints that may be required by the County. No invoice shall be accepted for payment of overtime hours without written consent/approval of the County Project manager or Designee.

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

B. Rental Equipment:

For all rental equipment, a copy of the Contractor's invoice is required for reimbursement which shall be submitted with the extended cost multiplied by the mark-up listed below. The maximum percentage mark-up allowed for rental equipment is 10%. Mark-up is prior to tax.

Rental Equipment Mark-up	15%

^{*}The equipment shall be approved in advance by the County Project manager or Designee

C. Parts and Materials:

 Contractor's parts and materials cost, plus percentage mark-up: <u>15</u> % Mark Up

*Contractor must supply back-up paperwork for all materials that exceeds \$100.00

2. Parts and Materials purchased by the Contractor for HVAC equipment and Duct cleaning services will be charged at the actual cost of the parts (including all applicable taxes) plus the percentage stated above. County will pay for all freight charges. Parts and Materials purchases shall not exceed \$5,000, per item including tax, unless the following process is followed.

Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be preapproved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000. The Contractor shall provide the list price and discount price on all invoice(s) for all Miscellaneous Items.

3. Contractor is to provide a copy of the suppliers and shippers invoice for all purchases made to complete each project, dumpsters shall fall under the category of straight reimbursement; delivery slips and vendor invoices will be required to be submitted with Contractors monthly invoice.

8/23/2019	
Bid #080-C017951-RA	
HVAC EQUIPMENT AND DUCT CLEANING SERVICES	
3 - RESPONSIVE BID RECEIVED	
0 - NON-RESPONSIVE BIDS RECEIVED	
0 - NO BIDS	

				COVELLO'S PAC	IFIC AIRCARE I	NC.		American Technologies Inc.				The Machado Environmental Corporation dba Air Duct Cleaning Company		
Item#	Item Product Code	Qty	Unit	Prod Code	Price T	otal	Notes	Prod Code	Price	Total	Notes	Prod Code	Price	Total Notes
080-C017951-RA01-01	Hourly rates for the following-Monday thru Friday: (6:00am-5:00pm)-Supervisor	1	hour	SC-3-5-3-2018-1	\$62.50	\$62.50			\$93.05	\$93.05			\$132.00	\$132.00 Please see attached signed addendums #2 & #3.
080-C017951-RA01-02	Hourly rates for the following-Monday thru Friday:(6:00am-5:00pm)-Forman	1	hour	SC-3-5-3-2018-1	\$62.50	\$62.50			\$93.05	\$93.05			\$132.00	\$132.00
080-C017951-RA01-03	Hourly rates for the following-Monday thru Friday:(6:00am-5:00pm)- Lead Worker	1	hour	SC-3-5-3-2018-1	\$62.50	\$62.50			\$93.05	\$93.05				
080-C017951-RA01-04	Hourly rates for the following-Monday thru Friday:(6:00am-5:00pm)-Journey HVAC	1	hour		\$65.50	\$65.50			\$215.83	\$215.83			\$112.00	\$112.00
080-C017951-RA01-05	Hourly rates for the following-Monday thru Friday:(6:00am-5:00pm)-Apprentice	1	hour		\$60.50	\$60.50			\$61.12	\$61.12			\$112.00	\$112.00
080-C017951-RA01-06	Hourly rates for the following-Monday thru Friday:(6:00am-5:00pm)-Hazardous	1	hour		\$62.50	\$62.50			\$93.05	\$93.05			\$112.00	\$112.00
	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour-Supervisor	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$132.00	\$132.00
	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour-Foreman	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$132.00	\$132.00
	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour- Lead Worker	1	hour		\$72.50	\$72.50			\$122.35	\$122.35				
	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour-Journey HVAC Mechanics	1	hour		\$75.50	\$75.50			\$280.92	\$280.92			\$112.00	\$112.00
	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour-Apprentice/Helper	1	hour		\$55.00	\$55.00			\$126.47	\$126.47			\$112.00	\$112.00
080-C017951-RA01-12	After Hours-Monday thru Friday(5:01pm-5:59am)per Hour-Hazardous Material Handler	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$112.00	\$112.00
080-C017951-RA01-13	Weekend (5:00am-6:00pm)-Per Hour Supervisor	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$144.00	\$144.00
080-C017951-RA01-14	Weekend (5:00am-6:00pm)-Per Hour Foreman	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$144.00	\$144.00
080-C017951-RA01-15	Weekend (5:00am-6:00pm)-Per Lead Worker	1	hour		\$72.50	\$72.50			\$122.35	\$122.35				
080-C017951-RA01-16	Weekend (5:00am-6:00pm)-Per Hour Journey HVAC Mechanics	1	hour		\$75.50	\$75.50			\$280.92	\$280.92			\$124.00	\$124.00
080-C017951-RA01-17	Weekend (5:00am-6:00pm)-Per Hour Apprentice/Helper	1	hour		\$68.50	\$68.50			\$126.47	\$126.47			\$124.00	\$124.00
080-C017951-RA01-18	Weekend (5:00am-6:00pm)-Per Hour Hazardous Material Handler Mechanic	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$124.00	\$124.00
080-C017951-RA01-19	After Hours Weekend (6:01pm-4:59am) per hour Supervisor	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$144.00	\$144.00
	After Hours Weekend (6:01pm-4:59am) per hour Foreman	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$144.00	\$144.00
	After Hours Weekend (6:01pm-4:59am) per hour Lead worker	1	hour		\$72.50	\$72.50			\$122.35	\$122.35				
	After Hours Weekend (6:01pm-4:59am) per hour Journey HVAC Mechanics	1	hour		\$77.50	\$77.50			\$346.01	\$346.01			\$124.00	\$124.00
	After Hours Weekend (6:01pm-4:59am) per hour Apprentice/Helper	1	hour		\$55.00	\$55.00			\$155.78	\$155.78			\$124.00	\$124.00
080-C017951-RA01-24	After Hours Weekend (6:01pm-4:59am) per hour Hazardous Material Handler Mechanic	1	hour		\$72.50	\$72.50			\$122.35	\$122.35			\$124.00	\$124.00
	Rental Equipment Mark-up - Percentage	1	each		15.00%	15.00%	Mark up of 15%		20.00%	20.00%	20% mark up		10.00%	10.00% Markup %10 on all rental equipment.
080-C017951-RA01-26	Parts and Materials - Percentage	1	each		15.00%	15.00%	15% markup		20.00%	20.00%	20% mark up		15.00%	15.00% Markup %15 on all materials.
080-C017951-RA01-27	Daily Truck Charge:Specialized Truck	1	day		\$68.50	\$68.50			\$180.00	\$180.00			\$80.00	\$80.00
					Total	\$1,721.50			Total	\$3,613.92			Total	\$2,600.00
		onden					Robin Doerr				Melissa Rose			
	Responde	ent Tele	ephone				602-218-1273				818-249-3620			
	Resp	Respondent Email		perry@pachvac.com		gsales@airestoration					melissa.rose@machadoair.com			
		Con	nments	its				1						

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001380

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)

DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777

Julie Perkins (714) 834-4324

SUBJECT: Legislative Issues

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurN/ADiscussion3 Votes Board Majority

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve recommended positions on introduced or amended legislation and/or consider other legislative subject matters.

SUMMARY:

Approve the Legislative Bulletin that includes the recommended positions on introduced or amended legislation.

Legislative Bulletins are prepared as needed, to update the Board of Supervisors and other interested parties on the progress of County-sponsored measures or legislative proposals of specific interest. The Legislative Bulletins may also indicate recommended positions on bills, which conform to the Orange County Legislative Platform.

The Legislative Bulletin, when approved by the Board of Supervisors, serves as a directive to County staff and to the State and/or Federal legislative advocates to work with the appropriate members and/or organizations to pursue the Board's direction.

N/A FINANCIAL IMPACT: N/A STAFFING IMPACT: N/A

BACKGROUND INFORMATION:

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001449

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)

DEPARTMENT CONTACT PERSON(S): Kathleen Long (714) 834-7410

Lisa Bohan-Johnston (714) 834-3530

SUBJECT: FY 2019-20 Second Quarter Budget Report

CEO CONCURCOUNTY COUNSEL REVIEWCLERK OF THE BOARDConcurN/ADiscussion4/5 Vote

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: See Staffing Impact # of Positions: Sole Source: N/A

Section

Current Fiscal Year Revenue: N/A

Funding Source: N/A County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

A four-fifths vote is required on Recommended Action one. The requested appropriation, revenue, transfers in/out and reserve changes are summarized in this section of the report in the *Budget Adjustment Summary*. The requested position changes are summarized in the *Position Change Summary*.

- 1. Direct the Auditor-Controller to revise appropriations, revenues, transfers in/out and obligated fund balances as detailed in the *Budget Adjustment Summary* in accordance with Government Code Sections 29130, 29125 and 25252. (**Requires four-fifths vote**)
- 2. Direct the County Executive Office to amend the master position control, subject to final classification review, as detailed in the *Position Change Summary*.
- 3. Direct the Auditor-Controller to make payment from Fund 12J to the entities and up to amounts as summarized in the table included in the *Budget Issues* section of this report and upon receipt of approved payment request forms from the County Executive Office.
- 4. Approve the addition of events to the FY 2019-20 County Event Calendar, as set forth in Attachment C, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and

aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

SUMMARY:

The Quarterly Budget Report provides the Board of Supervisors, members of the public, County departments and other interested parties with an overview of the current status of revenues, expenditures, Net County Cost, total budgeted positions and various departmental issues requiring recommended changes to the County's budget.

BACKGROUND INFORMATION:

The following components of the FY 2019-20 Second Quarter Budget Report for Board of Supervisors consideration can be found in Attachment A:

Executive Summary Budget Issues

Human Resources Issues, including:

- Position Summary
- Vacant Positions Aged

Recommended Actions

- Budget Adjustment Summary
- Position Change Summary

FY 2019-20 County Event Calendar Additions

The County of Orange uses the OpenOC Data Tool, which is a web-based software providing increased transparency and easy access to finance and budget information. Supplemental expense and revenue data are available by accessing the OpenOC link: http://data.egovoc.com/?FY2020Q2#/b0. Budget and actual reports, as of December 31, 2019, can be viewed using the Budget Report – Report Links found on the left-hand side of the web page.

FINANCIAL IMPACT:

Please see Attachment A for Financial Impact detail.

STAFFING IMPACT:

Detailed departmental position change request information is included in the Budget Issues section of Attachment A, including a summarization of Department requests to add positions. The position change summary of Attachment A documents the specific positions and position titles.

REVIEWING AGENCIES:

Auditor-Controller

ATTACHMENT(S):

Attachment A - FY 2019-20 Second Quarter Budget Report

Attachment B - Government Code Sections

Attachment C - FY 2019-20 County Event Calendar Additions

Attachment A – FY 2019-20 Second Quarter Budget Report Placeholder

Attachment Forthcoming



GOVERNMENT CODE

Section 29125

- 29125. (a) Transfers and revisions to the adopted appropriations may be made by an action formally adopted by the board at a regular or special meeting as follows:
 - (1) If between funds, by a four-fifths vote.
 - (2) If transfers from appropriation for contingencies, by a four-fifths vote.
- (3) If between budget units within a fund if overall appropriations are not increased, by a majority vote.
- (b) The board may designate the administrative officer or auditor to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased.

(Amended by Stats. 2009, Ch. 332, Sec. 55. (SB 113) Effective January 1, 2010.)



GOVERNMENT CODE

Section 29130

- 29130. At any regular or special meeting, the board by a four-fifths vote may make available for appropriation any of the following fund balances for which the board has authority:
- (a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance.
- (b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.

(Amended by Stats. 2011, Ch. 382, Sec. 1.12. (SB 194) Effective January 1, 2012.)



GOVERNMENT CODE

Section 25252

25252. The board of supervisors shall establish or abolish, those funds as are necessary for the proper transaction of the business of the county, and may transfer money from one fund to another, as the public interest requires. The board may by resolution authorize the county auditor to perform one or more of these functions. The board of supervisors may, by resolution, authorize the auditor to transfer money from one fund to another if the board of supervisors has authority over each fund. Wherever reference is made elsewhere in the law to a county salary fund such reference may, upon order of the board of supervisors, after July 1, 1947, be deemed to refer to the county general fund.

(Amended by Stats. 1990, Ch. 294, Sec. 1.)



GOVERNMENT CODE

Section 26227

26227. The board of supervisors of any county may appropriate and expend money from the general fund of the county to establish county programs or to fund other programs deemed by the board of supervisors to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

The board of supervisors may contract with other public agencies or private agencies or individuals to operate those programs which the board of supervisors determines will serve public purposes. In the furtherance of those programs, the board of supervisors may make available to a public agency, nonprofit corporation, or nonprofit association any real property of the county which is not and, during the time of possession, will not be needed for county purposes, to be used to carry out the programs, upon terms and conditions determined by the board of supervisors to be in the best interests of the county and the general public, and the board of supervisors may finance or assist in the financing of the acquisition or improvement of real property and furnishings to be owned or operated by any public agency, nonprofit corporation, or nonprofit association to carry out the programs, through a lease, installment sale, or other transaction, in either case without complying with any other provisions of this code relating to acquiring, improving, leasing, or granting the use of or otherwise disposing of county property.

A program may consist of a community support program including a charitable fund drive conducted in cooperation with one or more nonprofit charitable organizations if the board of supervisors deems a program will assist in meeting the social needs of the population of the county. If the board establishes a program, the officers and employees of the county shall have the authority to carry out the program, using county funds and property if authorized by the board. During working hours, a program may include direct solicitation by county officers and employees and the assignment of officers and employees to attend or assist in the administration of program activities if authorized by the board.

(Amended by Stats. 1991, Ch. 452, Sec. 1. Effective September 27, 1991.)

Attachment C – FY 2019-20 County Event Calendar Additions Placeholder

Attachment Forthcoming

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001439

MEETING DATE: 01/28/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 4

SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)

DEPARTMENT CONTACT PERSON(S): Thomas A. Miller (714) 834-6019

Richard Sanchez (714) 834-2830

SUBJECT: Health Care Agency Third Amendment to Lease at 211 W. Commonwealth in Fullerton

CEO CONCUR
ConcurCOUNTY COUNSEL REVIEW
Approved Agreement to FormCLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes Current Year Cost: \$56,659 Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Mental Health County Audit in last 3 years: No

Services Act/Prop 63)

Prior Board Action: 07/16/2019 #18, 03/30/2010 #45, 06/04/1996 #13, 10/6/1987 #22

RECOMMENDED ACTION(S):

- 1. Find the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEOA Guidelines, Section 15301.
- 2. Approve and execute Third Amendment to Lease with Commonwealth DT, LLC, a California limited liability company, to extend the term of the Lease from February 1, 2020, through April 30, 2020, for 9,622 square feet of office space located at 211 W. Commonwealth Avenue in Fullerton in the amount of \$56.659.
- 3. Authorize the Chief Real Estate Officer or designee to execute subsequent documents and amendments that make non-monetary and/or monetary changes that do not increase County costs by more than \$50,000 per year, as approved by County Counsel.

SUMMARY:

Approve a Third Amendment to Lease with Commonwealth DT, LLC, to extend the term of the Lease by four months, for Health Care Agency's use of 9,622 square feet of office space located at 211 W. Commonwealth Avenue in Fullerton, for its Mental Health Services Act program, to support the continuation of services during the construction and relocation process into a new north County office at 401 Imperial in Fullerton, on or before April 30, 2020.

BACKGROUND INFORMATION:

On October 6, 1987, the Board of Supervisors (Board) approved a 10-year lease (Lease), commencing on January 1, 1988, for 9,622 rentable square feet (RSF) of office and clinic space at 211 W. Commonwealth Avenue in Fullerton (Current Premises) for use by the Health Care Agency's (HCA) Alcohol and Drug Abuse Services (ADAS) program. Subsequently, a First Amendment to the Lease was approved by your Board on June 4, 1996, to extend the clinic's hours of operation to include Saturdays. The Lease included five, two-year options to extend the term of the Lease. HCA exercised each term extension option as it became available and received Board approval on the following dates: 1) Option 1 - November 18, 1997; 2) Option 2 - December 14, 1999; 3) Option 3 - December 4, 2001; 4) Option 4 - December 9, 2003; and 5) Option 5 - December 13, 2005. The term of the fifth option ended on December 31, 2007, followed with holdover occupancy. The Board approved a Second Amendment to Lease on March 30, 2010, which extended the Lease until December 31, 2015. The Chief Real Estate Officer extended the Lease (per Clause 4 of the Lease) in October 2015 until December 31, 2017, and again in August 2017 until the most recent Lease expiration date of December 31, 2019.

The Mental Health Services Act programs offered at the Current Site include Adult & Older Adult Behavioral Health Services (AOABH) to the north Orange County residents and surrounding communities, which provides recovery behavioral health services to an estimated 150 adult and older adults with serious emotional or mental health problems. The outpatient service offerings include assessment, evaluation, case management, individual and group therapy, substance use disorder treatment, medication support, rehabilitation, linkage, placement, crisis intervention and specialized residential services.

On July 16, 2019, the Board approved a new 130-month Lease (New Premises Lease) for the relocation of the Current Premises into a new location at 401 Imperial in the city of Fullerton (New Premises). The New Premises will be delivered in 'turn-key' condition with tenant improvements completed by Lessor. The commencement of the New Premises Lease is based upon the substantial completion of the tenant improvements, which was previously anticipated to be on or before January 1, 2020. Due to permitting and construction delays, the New Premises will be ready for County occupancy and relocation of its staff and employees on or before April 30, 2020.

Subsequently, County has negotiated an extension with Commonwealth DT, LLC (Existing Lessor) at the Current Premises in order to prevent any interruption of client services and secure term while the New Premises' construction is finalized, and the space is ready for County's move and occupancy. The fourmonth extension will be a sufficient timeframe for the installation of cabling and furniture, receipt of final building permits and completion of punch list items.

Although there is no formal holdover provision within the Lease, in accordance with California Civil Code Section 1945, County will continue to possess and occupy the Current Premises on a month-to-month tenancy in January 2020, governed under the same conditions and covenants contained in the expired Lease, as confirmed by County Counsel. County has recently obtained Existing Lessor's consent to holdover for the month of January 2020, at the existing rent of \$1.89 per square foot per month (Existing Rent). Lessor is agreeable to the County remaining in the Premises for an additional three months thereafter at rate of \$1.96 per square foot per month, a fixed four percent increase from the preceding Existing Rent, to allow for an effective transition to the New Premises.

The New Premises continues to be the best relocation option for HCA's Mental Health North County Office Current Premises and is consistent with HCA's program goals and allows flexibility for future program requirement needs.

Compliance with CEQA: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves the lease of an existing office facility by a governmental agency involving negligible or no expansion of an existing use.

General Plan: This project conforms to the General Plan of the city of Fullerton. The square footage under the Lease and County's use has remained consistent since that conformance.

FINANCIAL IMPACT:

Appropriations for this Third Amendment to Lease will be included in HCA's Budget Control 042 FY 2019-20 Budget. The current fiscal-year cost of \$56,659 will be absorbed in the FY 2019-20 budget and is based upon a February 1, 2020, commencement date through April 30, 2020.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Health Care Agency

ATTACHMENT(S):

Attachment A – Third Amendment to Lease

Attachment B – Acquisition Questionnaire

Attachment C – Lease Summary



THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Third Amendment") is made _____ 2020, ("Effective Date") by and between COMMONWEALTH DT LLC, a California limited liability company (hereinafter referred to as "Lessor") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "County") without regard to number and gender. The Lessor and County may individually be referred to herein as a "Party," or collectively as the "Parties."

RECITALS -

- I. County entered into that certain lease dated October 6, 1987 ("Lease") wherein County leased from Ralph R. Crosswhite and Myrta Crosswhite ("Original Lessor"), approximately 9,622 rentable square feet of office space located at 211 W. Commonwealth Avenue, Fullerton, California ("Premises"). County uses the Premises to conduct adult mental health services for residents in the north county area.
- II. The Lease was amended on June 4, 1996 ("First Amendment") to change the amount of monthly rent and extend operating hours.
- III. The Lease was amended on March 30, 2010 ("Second Amendment") to extend the term of the Lease, increase the rent paid for the Premises, modify options to extend the term and terminate the Lease, eliminate the Adjustment for Cost of Lessor-Provided Services provisions and improve the Premises with new paint, new carpet and additional modifications to the building and parking lot.
- IV. On October 12, 2015, County executed a two-year lease extension effective January 1, 2015, through December 31, 2017.
- V. On or about October 31, 2016, Original Lessor assigned its rights and interests in the Lease to Lessor and Lessor accepted and assumed all right and obligations thereto.
- VI. On August 3, 2017, County executed another two-year lease extension effective January 1, 2017, through December 31, 2019.
- VII. From January 1, 2020 through January 31, 2020, the Parties agreed that County shall remain on the Premises in holdover at the current monthly Rent of eighteen thousand one hundred and sixty dollars and 0/100 (\$18,160.00) consistent with the Second Amendment.

VIII. The Parties have now agreed to amend the Lease to extend the term of the Lease through April 30, 2020, and modify the monthly rent for the Premises, as more fully set forth in this Third Amendment.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the Effective Date first written above as follows:

A. Clause 3 [TERM (2.3 N)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

"3. TERM (2.3N)

This Lease commenced on January 1, 1988 and will terminate on April 30, 2020 ("Term")."

B. Clause 6 [RENT (3.1 S)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

"6. RENT (3.1S)

County agrees to pay to Lessor as rent for the Premises the sum of eighteen thousand eight hundred and eighty-six dollars and 40/100 (\$18,886.40) per month ("Rent") commencing on February 1, 2020 ("Rent Commencement Date") through the remaining Term of the Lease.

To obtain Rent payments and payment of any amounts hereunder, including holdover rent for the month of January, 2020, Lessor (or Lessor's designee) shall submit to County's Manager, HCA/Facilities Operations in a form acceptable to said Manager, HCA/Facilities Operations, a written claim for said Rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

- A. The first day of the month following the month earned; or
- B. Receipt of Lessor's written claim by County's Manager, HCA/Facilities Operations."
- C. Clause 7 [RENT ADJUSTMENT (3.3A N)] is hereby deleted from the Lease in its entirety.
- D. Clause 25 [SURRENDER AT EXPIRATION] is hereby deleted from the Lease in its entirety and the following clause is substituted:

"25. HOLDING OVER

In the event County shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to

month and shall be governed by the conditions and covenants contained in this Lease. The County shall pay 105% of the Rent during the hold over period."

E. Wherever a conflict between the terms or conditions of this Third Amendment and the Lease, First Amendment, and/or Second Amendment exists, the terms or conditions in this Third Amendment shall prevail. In all other respects, the terms and conditions of the Lease, as amended, not specifically changed by this Third Amendment, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have year first above written.	executed this Third Amendment the day and
APPROVED AS TO FORM:	LESSOR
OFFICE OF COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA	COMMONWEALTH DT LLC By:
By: Deputy	By:
RECOMMENDED FOR APPROVAL:	
Health Care Agency	
By: Anna Peters Director of Administrative	
COUNTY EXECUTIVE OFFICE	
By: Real Estate Manager	
SIGNED AND CERTIFIED THAT A	COUNTY
COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER GC § 25103, RESO. 79-1535	COUNTY OF ORANGE
Attest:	
	Chairwoman of the Board of Supervisors Orange County, California
ROBIN STIELER Clerk of the Board of Supervisors of Orange County, California	

LT: 12/23/2019 HCA/BH/ADAS/PACT

Real Property <u>Acquisition</u> Questionnaire* for ASR (*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.
- 1. What property interest is being considered for acquisition (fee, lease, license, easement)? Third Amendment to Lease for property located at 211 W. Commonwealth Avenue, Fullerton, CA
 - a) Why is this property being considered for acquisition? The proposed amendment is an extension of term of an existing leased and occupied facility. The short-term extension to allow for an effective transition to the new relocation premises at 401 Imperial in Fullerton, on or before April 30, 2020.
 - b) How and who identified this property for a potential acquisition? The proposed amendment is an extension of term of an existing leased and occupied facility. The short-term extension to allow for an effective transition to the new relocation premises at 401 Imperial in Fullerton, on or before April 30, 2020.
 - c) What factors are key in recommending this property for acquisition? The proposed amendment is an extension of term of an existing leased and occupied facility. The short-term extension to allow for an effective transition to the new relocation premises at 401 Imperial in Fullerton, on or before April 30, 2020.
 - d) How does the proposed acquisition fit into the County's/District's strategic or general plan? The location supports access and convenience for clients and employees.
 - e) What are the short and long term anticipated uses of the property? The Health Care Agency will use the site to provide a multi-functional behavioral health services for adults and children while the new relocation site is ready for occupancy, anticipated on or before April 30, 2020.
 - f) Are there any limitations on the use of the property for its intended purposes? None
- 2. What analysis has been performed as to whether to acquire the proposed real property interest? Health Care Agency and CEO/Real Estate collaborated to determine that due to permitting and construction delays, it is best to remain in the existing space for an additional four months until the new relocation space is ready for occupancy. County negotiated an extension with Commonwealth DT, LLC (Existing Lessor) at 211 W. Commonwealth, Fullerton to prevent any interruption of client services and secure term.
 - a) Have there been any internally or externally prepared reports regarding this property acquisition? N/A
 - b) Who performed the analysis? N/A
 - c) Provide details about the analysis and cost/benefit comparison. County has obtained Existing Lessor's consent to holdover for the month of January 2020, at the existing rent of \$1.89 per square foot per month (Existing Rent), which equates to \$18,160.00. Lessor is agreeable to the County remaining in the Premises for an additional three months thereafter at rate of \$1.96 per square foot per month, which equates to \$18,886.40/month, a fixed four percent increase from the preceding Existing Rent. The total rent for the extension term is \$74,819.20, which is consistent with the monthly rent and annual rental adjustments in the current Lease. Appropriations for this Third Amendment to Lease will be included in HCA's Budget Control 042 FY 2019-20 Budget. This extension allows for an effective transition to the new relocation site and secures there are no interruption of services at this facility.

- 3. How was the acquisition price, or lease/license rent, determined? Consistent with the rent and rental adjustments within the current Lease.
 - a) Who performed the appraisal or market study and what certifications do they possess? CEO/Real Estate and Jones Lang LaSalle (JLL)
 - b) How does the price/rent compare with comparable properties? The rental rate is at current market for the central Orange County market area.
 - c) Does the setting of the price/rent follow industry standards and best practices? Yes
 - d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? None
- 4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? None
 - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A
 - b) Include estimates of the costs. N/A
 - c) What department will be responsible for the costs? N/A
- 5. Can the County terminate the purchase/easement, lease/license? Yes
 - a) What would be necessary to terminate the agreement, and when can it be terminated? The Lease may be terminated upon 60 days' prior written notice by County to Lessor.
 - b) Are there penalties to terminate the purchase/easement, or lease/license? None
- 6. What department will be responsible for the acquisition payments? Health Care Agency
 - a) Are the acquisition costs budgeted in the department's budget? Yes
 - b) What fund number will the funds for the acquisition ultimately be drawn from? 2100
 - c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)

 No.
 - d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? N/A
- 7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes
 - a) List any modified clauses and reasons for modification.
- Clause 3. TERM (2.3N) This Lease commenced on January 1, 1988 and will terminate on April 30, 2020 ("Term")."
- Clause 6. RENT (3.1S) County agrees to pay to Lessor as rent for the Premises the sum of eighteen thousand eight hundred and eighty-six dollars and 40/100 (\$18,886.40) per month ("Rent") commencing on February 1, 2020 ("Rent Commencement Date") through the remaining Term of the Lease. To obtain Rent payments and payment of any amounts hereunder, including holdover rent for the month of January, 2020, Lessor (or Lessor's designee) shall submit to County's Manager, HCA/Facilities Operations in a form acceptable to said Manager, HCA/Facilities Operations, a written claim for said Rent payments. Payment shall be due and payable within twenty (20) days after the later of the following: A. The first day of the month following the month earned; or B. Receipt of Lessor's written claim by County's Manager, HCA/Facilities Operations."
- C. Clause 7 [RENT ADJUSTMENT (3.3A N)] is hereby deleted from the Lease in its entirety. Rental schedule is covered in Clause 6.

Attachment B

- D. Clause 25 [SURRENDER AT EXPIRATION] is hereby deleted from the Lease in its entirety and the following clause is substituted:
- Clause 25. HOLDING OVER. In the event County shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease. The County shall pay 105% of the Rent during the hold over period.
- 8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? Operating Agreement

<u>Capital Lease Determination</u>: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to the County by the end of the term.
- ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com.

^{*}Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

Attachment C

GA1254-28 HCA/BH/ADAS/PACT 211 W. Commonwealth Avenue Fullerton, CA

LEASE SUMMARY

LESSOR

COMMONWEALTH DT LLC, a California limited liability company

COUNTY

County of Orange

LOCATION

211 W. Commonwealth Avenue, Fullerton, California

PREMISES

Approximately 9,622 rentable square feet of office space

TERM

This Lease commenced on January 1, 1988 and will terminate on April 30, 2020 ("Term").

RENT

County agrees to pay to Lessor as rent, including holdover rent for the month of January, 2020, for the Premises the sum of eighteen thousand eight hundred and eighty-six dollars and 40/100 (\$18,886.40) per month ("Rent") commencing on February 1, 2020 ("Rent Commencement Date") through the remaining Term of the Lease.

HOLDOVER

In the event County shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease. The County shall pay 105% of the Rent during the hold over period.

Agenda Item



AGENDA STAFF REPORT

ASR Control

MEETING DATE:

January 28, 2020

LEGAL ENTITY TAKING ACTION:

Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S):

All Districts

SUBMITTING AGENCY/DEPARTMENT:

Supervisor Wagner

DEPARTMENT CONTACT PERSON(S):

Leon Page (714) 834-3303

Shane Silsby (714) 667-9700

SUBJECT: Approve Zoning Code Amendment CA 20-01 Group Homes

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD

Public Hearing 3 Votes Board Majority

Pending Review

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact:

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

No

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: 9/24/19 #39, 6/25/2019 #S68F

RECOMMENDED ACTION(S):

- 1. Find that Zoning Code Amendment CA 20-01 is exempt from the provisions of CEOA pursuant to Section 15061(b)(3) of the CEQA Guidelines.
- 2. Read the title of the Ordinance.
- 3. Order further reading of the Ordinance be waived.
- 4. Conduct public hearing.
- 5. Consider the matter and adopt Zoning Code Amendment CA 20-01 amending the Codified Ordinances of the County of Orange regarding community care facilities and group homes.

SUMMARY:

Approval of the Zoning Code Amendment CA 20-01 will increase the separation requirements for sober living homes and certain licensed facilities in residential neighborhoods and will put in place regulations for emergency and involuntary evictions of residents from group homes.

BACKGROUND INFORMATION:

On June 25, 2019, the Board of Supervisors (Board) discussed a proposed zoning code amendment to address community care facilities (Facilities) and group homes and directed the Orange County Planning Commission (Planning Commission) to consider an amendment and return to the Board. On August 28, 2019, the Commission recommended adoption by the Board of the proposed Zoning Code Amendment CA 19-01, regarding community care facilities and group homes.

Unincorporated areas of the County of Orange (County), as well as other California counties and cities, have seen an increase in the proliferation of licensed Facilities and group homes in residential neighborhoods. In particular, the County has seen an increase in the number of homes being utilized as housing for large numbers of individuals recovering from alcohol and drug addiction, which do not provide treatment in the home and are not licensed by the State of California (State). These Facilities are also commonly referred to as sober living homes.

As a result of the increase in these Facilities, unincorporated County areas have experienced problems with large and/or an over-concentration of group homes in single-family neighborhoods. The increase in the number of group homes has generated community concern and complaints including overcrowding, inordinate amounts of second-hand smoke and noise, increased parking demands and the clustering of group homes in close proximity to each other. This clustering can alter the residential character of these neighborhoods to one that appears more institutional and business-oriented in nature.

On September 24, 2019, the Board considered and approved Zoning Code Amendment CA 19-01, which requires group homes, including sober living homes, which do not function as single housekeeping units, to obtain a ministerial permit through which they will agree to operate in a manner consistent with the nature of the residential neighborhoods in which they are located.

Zoning Code Amendment CA 19-01 addressed the proliferation of licensed Facilities, group homes and sober living homes in residential neighborhoods by incorporating the following revisions and additions to the Orange County Codified Ordinances:

- New/revised zoning code definitions for boarding and rooming houses, Facilities, group homes, single housekeeping units, sober living homes and alcoholism or drug abuse recovery or treatment facilities;
- 2. Updated provisions for when use permits are required for licensed community care, congregate living health and alcoholism or drug abuse recovery or treatment facilities;
- 3. Ministerial permit requirements for group homes (which includes sober living homes):
 - a.. Provide extensive applicant information;
 - b. If located in a single-family residential districts, have six or fewer occupants and a house manager on-site on a 24-hour basis;
 - c. Additionally, for sober living homes, the following requirements must be met:
 - i. Cannot be located within 650 feet, as measured from the closest property lines, of any other sober living home or State-licensed and/or certified alcoholism or drug abuse recovery or

treatment facility;

- ii. Residents must be actively participating in recovery programs;
- iii. Rules and regulations must (1) prohibit use of alcohol and non-prescription drugs; (2) comply with sex offender registration and living arrangement requirements set forth in the Penal Code, (3) have written policy to preclude visitors under the influence of alcohol or drugs; (4) have a good neighbor policy and (5) shall not provide certain defined services; and
- 4. New reasonable accommodation procedures.

On December 11, 2019, the Planning Commission considered Zoning Code Amendment CA 16-01 – Comprehensive Zoning Code Update. As part of Zoning Code Amendment CA 16-01, the Planning Commission adopted Resolution 19-06, which recommended revisions to the Board approved Zoning Code Amendment 19-01, regarding community care facilities and group homes. Among other changes to the Zoning Code, the Planning Commission recommended adoption of: (1) a 1,000 feet separation between two alcoholism or drug abuse recovery/treatment facilities (7 persons or more), between an alcoholism or drug abuse recover/treatment facility (7 persons or more) and any sober living home, or between any two sober living homes; and, (2) staff proposed amendments that address emergency and involuntary evictions of residents from group homes.

Zoning Code Amendment CA 20-01 incorporates the following, as recommended by the Planning Commission, into the community care facility and group home provisions: (1) the 1,000 feet separation between two alcoholism or drug abuse recovery/treatment facilities (7 persons or more), between an alcoholism or drug abuse recover/treatment facility (7 persons or more) and any sober living home, or between any two sober living homes; and, (2) staff proposed amendments that address emergency and involuntary evictions of residents from group homes. Zoning Code Amendment CA 20-01 also incorporates minor technical revisions for clarity.

The Planning Commission and Board meetings were both publicly noticed in a newspaper of general circulation.

Compliance with CEQA: The subject project is exempt from the provisions of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Proposed Zoning Code Amendment CA 20-01 - Community Care Facility and Group Home Regulations

Attachment B – Planning Commission Resolution

Attachment C - Ordinance

PROPOSED DRAFT ZONING CODE AMENDMENT CA 20-01 New language is <u>underlined</u>. Deleted language is struck.

SECTION 1. Section 7-9-141.4 and Section 7-9-141.6, are hereby amended as follows:

Sec. 7-9-141.4. - Alcoholism or drug abuse recovery/treatment facilities.

- (a) Alcoholism or drug abuse recovery/treatment facilities serving six (6) or less persons shall be permitted in any district, planned community, or specific plan area zoned for any residential uses.
- (b) Alcoholism or drug abuse recovery/treatment facilities serving seven (7) or more to twelve (12) persons shall be permitted in any district, planned community, or specific plan area zoned for multifamily residential uses subject to the issuance of a Use Permit by the Planning Commission per section 7-9-150, subject to the following condition:
 - (1) The alcoholism or drug abuse recovery/treatment facility serving seven (7) or more persons shall be located at least one thousand (1,000) feet, as measured from the closest property lines, from any sober living home, or from any other state-licensed and/or certified alcoholism or drug abuse recovery/treatment facility serving seven (7) or more persons, unless the reviewing authority determines that such location will not result in an over-concentration of similar uses.

Sec. 7-9-141.6 - Group homes.

Purpose. This section is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the California Fair Employment and Housing Act (FEHA), the Fair Housing Act Amendments (FHAA), and the Lanterman Act by, among other things: (1) ensuring that group homes are entitled to the special accommodation and/or additional accommodation provided under the Orange County Codified Ordinances; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety, and providing adequate on-street parking; (3) providing an accommodation for the handicapped that is reasonable to the opportunities afforded nonhandicapped individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the handicapped and for recovering addicts to be successful in their programs.

- (a) Group home permit required. A group home that may otherwise be considered an unpermitted use shall be permitted in any district, planned community, or specific plan area zoned for single-family residential districts with a group home permit provided:
 - (1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following: (1) the name, address, phone number and driver's license number of the owner/operator; (2) the name, address, phone number and driver's license number of the house manager; (3) a copy of the group home rules and regulations; (4) written intake procedures; (5) the relapse policy; (6) an

affirmation by the owner/operator that only residents (other than the house manager) who are handicapped as defined by state and federal law shall reside at the group home; (7) blank copies of all forms that all residents and potential residents are required to complete; (8) if the group home operator is not the property owner, written approval from the property owner to operate a group home shall be submitted with the application; and (9) any applicable fee or deposit as approved by the Orange County Board of Supervisors. No person shall open a group home prior to issuance of a group home permit.

- (2) The group home shall have six (6) or fewer residents, not counting a house manager, but in no event shall have more than seven (7) residents. If the dwelling unit has an accessory dwelling unit, residents of both units shall be combined to determine whether or not the limit of six (6) residents has been exceeded.
- (3) The group home shall not be located in an accessory dwelling unit unless the primary dwelling unit is used for the same purpose.
- (4) The group home shall have a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24-hour basis and who are responsible for the day-to-day operation of the group home.
- (5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles. Residents and the house manager may each only store or park a single vehicle at the dwelling unit or on any street within three hundred (300) feet of the dwelling unit. The vehicle shall be operable and currently used as a primary form of transportation for a resident of the group home.
- (6) Residents shall not require and operators shall not provide "care and supervision" as those terms are defined by Section 80001(c)(3) of title 22, California Code of Regulations, as may be amended.
- (7) Integral facilities shall not be permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral facility.
- (8) The property shall be fully in compliance with all building codes, codified ordinances, and Zoning Code of the County of Orange.
- (9) At least forty-eight hours prior to a resident's emergency eviction from or involuntary termination of residency in a group home, the operator shall:
 - a. Notify the person designated as the resident's emergency contact or contact of record that the resident will no longer be residing at the home.
 - b. Contact the Orange County Health Care Agency OC Links Referral
 Line and/or another entity designated by the County to determine

- the services available to the resident, including, but not limited to, alcohol and drug inpatient and outpatient treatment.
- c. Provide the information obtained regarding services available to the resident (see paragraph (9)b. of this subsection) and any other treatment provider or service to the resident prior to his or her release on a form provided by the County and obtain the resident's signed acknowledgement thereon.
- d. Provided, however, that if the resident's behavior results in immediate termination of residency pursuant to rules approved by the County as part of the Group Home Permit for that facility, the operator shall comply with paragraphs a. through c. of subsection (a)(9) as soon as possible.
- (10) Prior to a resident's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:
 - a. Make available to the resident transportation to the address listed on the resident's driver license, state-issued identification card, or the permanent address identified in the resident's application or referral to the group home.
 - b. Provided, however, that should the resident decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the resident transportation to another group home or residential care facility that has agreed to accept the resident.
- following eviction from or involuntary termination of residency of an resident that documents compliance with subsections (a)(9) and (a)(10) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of State or Federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(11) of this section by providing remuneration to the resident for the cost of transportation.
- (129) In addition to the regulations outlined above, in subsections (a)(1) through (a)(11) of this section, the following shall also apply to sober living homes:
 - a. The sober living home shall not be is not located within one thousand (1,000) feet, six hundred fifty (650) feet, as measured from the closest property lines, of any other sober living home or from any a state licensed and/or certified alcoholism or drug abuse recovery/treatment facility.
 - b. All residents, other than the house manager, shall be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous, and the sober living home shall maintain current records of meeting attendance. Under the sober living home's rules and regulations,

- refusal to actively participate in such a program shall be cause for eviction.
- The sober living home's rules and regulations shall prohibit the use c. of any alcohol or any non-prescription drugs at the sober living home or by any resident either on- or off-site. The sober living home shall also have a written policy regarding the possession, use, and storage of prescription medications. The facility cannot dispense medications but shall make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on-site in a common area inside the dwelling unit. Any violation of this rule shall be cause for eviction under the sober living home's rules for residency and the violator cannot be readmitted for at least ninety (90) days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home shall have provisions in place to remove the violator from contact with the other residents until the violation is resolved.
- d. The number of residents subject to the sex offender registration requirements of Penal Code Section 290, as may be amended, shall not exceed the limit set forth in Penal Code Section 3003.5, as may be amended, and shall not violate the distance provisions set forth in Penal Code Section 3003, as may be amended.
- e. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.
- f. The sober living home shall have a good neighbor policy provided as part of the group home application that shall direct residents to be considerate of neighbors, including refraining from engaging in excessively loud, profane, or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.
- g. The sober living home shall not provide any of the following services as they are defined by Section 10501(a) of Title 9, California Code of Regulations, as may be amended: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.
- (1310) An applicant for a group home permit may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why accommodation over and above this section is necessary under State and Federal laws, pursuant to Section 7-9-153.

- (b) The group home permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (a)(1) through (a)(118) above, and (a)(129), if applicable. The group home permit shall be denied or revoked, by the Director under any of the following circumstances:
 - (1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information.
 - (2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two (2) years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.
 - (3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the previous seven (7) to ten (10) years, to any of the following offenses:
 - a. Any sex offense for which the person is required to register as a sex offender under California Penal Code Section 290, as may be amended, (previous ten (10) years).
 - b. Arson offenses violations of Penal Code Sections 451-455, as may be amended, (previous seven (7) years.
 - c. Violent felonies, as defined in Penal Code Section 667.5, as may be amended, which involve doing bodily harm to another person (previous ten (10) years).
 - d. The unlawful sale or furnishing of any controlled substances (previous seven (7) years).
 - (4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.
 - (5) The owner/operator accepts residents, other than a house manager, who are not handicapped as defined by the FHAA and FEHA.
 - (6) A group home permit for a sober living home shall also be denied or revoked by the Director under any of the following additional circumstances:
 - a. Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one (1) full year of sobriety.
 - b. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

- c. The sober living home, as measured by the closest property lines, is located within one thousand (1,000) six hundred fifty (650) feet of any other sober living home or state licensed and/or certified alcoholism or drug abuse recovery/treatment facility. If a state licensed and/or certified alcoholism or drug abuse recovery/treatment facility moves within six hundred fifty (650) feet of an existing sober living home this shall not cause the revocation of the sober living home's permit.
- (7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations.
- (8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to section 7-9-153.
- (c) Compliance of existing group homes.
 - (1) Existing group homes shall apply for a group home permit within ninety (90) days of the effective date of the group home regulations.
 - (2) Existing group homes shall have one (1) year from the effective date of the group home regulations to comply with its provisions, provided that any existing group home, which is serving more than six (6) residents, shall first comply with the six (6) resident maximum.
 - (3) Existing group homes obligated by a written lease exceeding one (1) year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one (1) additional year grace period pursuant to approval of a group home permit.
- (d) Expiration.
 - (1) A group home permit shall expire and be of no further force or effect if after establishment, the use or activity for which the permit was approved is discontinued or abandoned for a period of six (6) months.
- (e) Severability.

If any provision of section 7-9-141, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this section to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this section are severable.

RESOLUTION NO. 19-06 RESOLUTION OF THE PLANNING COMMISSION OF ORANGE COUNTY, CALIFORNIA

RECOMMENDING ADOPTION OF PROPOSED ZONING CODE AMENDMENT CA 16-01 COMPREHENSIVE ZONING CODE UPDATE AND FINDING THAT IP 16-383, CEQA INITIAL STUDY/NEGATIVE DECLARATION FOR "ORANGE IS THE NEW GREEN" ZONING CODE UPDATE IS ADEQUATE TO SATISFY THE REQUIREMENTS OF CEQA

December 11, 2019

On Motion of Commissioner Bartlett, duly seconded and carried, the following Resolution was adopted:

WHEREAS, the County of Orange (County) Zoning Code is updated as necessary when State law changes on land uses; and

WHEREAS, the County obtained a \$200,000 Sustainability Planning Grant from the Southern California Association of Governments (SCAG) to identify barriers to healthier communities, explore flexibility in site design regulations, and address cost-effectiveness in the Zoning Code; and

WHEREAS, the consultant firm, Dyett and Bhatia, was selected by the County, in consultation with SCAG, to serve as a Co-Project Manager, along with OC Development Services, for the Comprehensive Zoning Code Update; and

WHEREAS, OC Development Services conducted a robust community engagement program, which included nine (9) Planning Commission workshops and fifteen (15) community workshops to seek input from the public on the Zoning Code Update; and

WHEREAS, OC Development Services prepared and circulated three (3) drafts for public review, and the public comment period for the Third Draft ended on November 19, 2019; and

WHEREAS, the proposed Zoning Code Update includes a new format intended to make the Zoning Code more "user friendly" by clarifying or revising language to limit misinterpretation, as well as, revising and adding exhibits/figures to better depict regulations and/or standards; and

WHEREAS, the Zoning Code Update includes revisions to the organization of the Zoning Code into the following Articles and Subarticles: Decision-Making Bodies (Article 1); Introductory Provisions (Article 2, Subarticle 1); Base Districts, Overlay, Combining, and Other Districts (Article 2, Subarticle 3); Site Development Regulations (Article 2, Subarticle 4); Standards for Specific Uses and Activities (Article 2, Subarticle 5); Administration and Permits (Article 2, Subarticle 6) and General Terms (Article 2, Subarticle 7); and

WHEREAS, the Zoning Code Update includes sustainable best practices, such as the option to use pervious materials in driveways and allowing carport roof solar panels with no additional permit requirements. New sections are also introduced as part of the Comprehensive Zoning Code Update, such as community gardens, farmer's markets, fruit and vegetable gardening, mixed-use overlay district regulations; and

WHEREAS, the Comprehensive Zoning Code Update incorporates some recent trends in planning and development, including updates to regulations pertaining to parking, tree preservation, density bonus, accessory dwelling units, short-term rentals, and group homes; and

WHEREAS, in compliance with the California Environmental Quality Act (California Public Resources Code, Section 21000 et seq.) (CEQA) and the CEQA Guidelines (title 14, California Code of Regulations, Section 15000 et seq.), the County, as Lead Agency, finds IP 16-383, CEQA Initial Study/Negative Declaration for "Orange is the New Green" Zoning Code Update, is adequate to satisfy the requirements of CEQA for the Zoning Code Update; and

WHEREAS, on April 13, 2016 this Planning Commission approved authorization to initiate proposed Zoning Code Amendment CA 16-01 – Comprehensive Zoning Code Update; and

WHEREAS, on December 11, 2019 this Planning Commission conducted a public hearing regarding proposed Zoning Code Amendment CA 16-01 – Comprehensive Zoning Code Update; and

WHEREAS, the Planning Commission has reviewed and fully considered the proposed Zoning Code Amendment CA 16-01 – Comprehensive Zoning Code Update and has heard and considered the public comments that were presented to it at the public hearing held on this project and has determined after review and consideration to recommend adoption of proposed Zoning Code Amendment CA 16-01 – Comprehensive Zoning Code Update.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Planning Commission finds IP 16-383 CEQA Initial Study/Negative Declaration for "Orange is the New Green" Zoning Code Update is adequate to satisfy the requirements of CEQA for the Comprehensive Zoning Code Update.
- 2. The Planning Commission recommends the Board of Supervisors adopt the proposed County of Orange Zoning Code Update, Zoning Code Amendment CA 16-01 without the tree preservation regulations [section 7-9-69].
 - a. The Planning Commission recommends the Board of Supervisors adopt Option C related to Short-Term Rental regulations and further recommends revision from three (3) violations to two (2) violations before suspension of the short-term rental permit for one (1) year [Option C, section 7-9-93(e)(3)].
 - b. The Planning Commission recommends the Board of Supervisors adopt the 1,000 feet separation between two alcoholism or drug abuse recovery/treatment facilities (7 persons or more), between an alcoholism or drug abuse recover/treatment facility (7 persons or more) and any sober living home, or between any two sober living homes.

The foregoing resolution was passed and adopted by the following vote of the Orange County Planning Commission, on December 11, 2019 to wit:

Ayes:

Commissioners Bartlett, Ha, Harper

Noes:

Commissioner(s) Rice (with comment that his "no" was due to recommended

deletion of the tree preservation regulations.)

I HEREBY CERTIFY that the foregoing Resolution No. 19-06 was adopted on December 11, 2019, by the Orange County Planning Commission.

Colby Cataldi,

Executive Officer, Orange County Planning Commission

Resolution No. 19-06

Date of Adoption: December 11, 2019

ORDINANCE NO.

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA, AMENDING SECTIONS 7-9-141.4 AND 7-9-141.6 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE REGARDING GROUP HOME REGULATIONS

WHEREAS, under the California Constitution, Article XI, Section 7, the County is granted broad police powers to preserve public health and safety and general welfare of their residents; and

WHEREAS, under this California Constitutional authority, the County may establish strictly private residential districts; and

WHEREAS, the County may act to preserve the single-family characteristics of its single-family neighborhoods, which powers have been recognized by both the California Supreme Court and United States Supreme Court, the latter of which has stated that, "It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled"; and

WHEREAS, a one thousand (1,000) foot requirement between two sober living homes and a sober living home and a licensed and/or certified alcoholism or drug abuse recovery/treatment facility provides a reasonable market for the purchase and operation of a sober living home within unincorporated areas, many of which are rural in nature and host larger residential properties for which the 650 foot separation would not be meaningful, and still results in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) cannot reside in single family residential zones; and

WHEREAS, to prevent unintended effects to the residential communities in which group homes operate, it is necessary to require operators to take steps to assure that residents who are evicted on an emergency basis or involuntarily are not left without shelter.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 7-9-141.1, and 7-9-141.6, are hereby amended as follows:

Sec. 7-9-141.4. - Alcoholism or drug abuse recovery/treatment facilities.

- (a) Alcoholism or drug abuse recovery/treatment facilities serving six (6) or less persons shall be permitted in any district, planned community, or specific plan area zoned for any residential uses.
- (b) Alcoholism or drug abuse recovery/treatment facilities serving seven (7) or more persons shall be permitted in any district, planned community, or specific plan area zoned for multifamily residential uses subject to the issuance of a Use Permit by the Planning Commission per section 7-9-150, subject to the following condition:

(1) The alcoholism or drug abuse recovery/treatment facility serving seven (7) or more persons shall be located at least one thousand (1,000) feet, as measured from the closest property lines, from any sober living home, or from any other state-licensed and/or certified alcoholism or drug abuse recovery/treatment facility serving seven (7) or more persons, unless the reviewing authority determines that such location will not result in an over-concentration of similar uses.

Sec. 7-9-141.6 - Group homes.

Purpose. This section is intended to preserve the residential character of residential neighborhoods and to further the purposes of the California Fair Employment and Housing Act (FEHA), the Fair Housing Act Amendments (FHAA), and the Lanterman Act by, among other things: (1) ensuring that group homes are entitled to the special accommodation and/or additional accommodation provided under the Orange County Codified Ordinances; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety, and providing adequate on-street parking; (3) providing an accommodation for the handicapped that is reasonable to the opportunities afforded nonhandicapped individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the handicapped and for recovering addicts to be successful in their programs.

- (a) Group home permit required. A group home that may otherwise be considered an unpermitted use shall be permitted in any district, planned community, or specific plan area zoned for residential districts with a group home permit provided:
 - (1) An application for a group home is submitted to the Director by the owner/operator of the group home. The application shall provide the following: (1) the name, address, phone number and driver's license number of the owner/operator; (2) the name, address, phone number and driver's license number of the house manager; (3) a copy of the group home rules and regulations; (4) written intake procedures; (5) the relapse policy; (6) an affirmation by the owner/operator that only residents (other than the house manager) who are handicapped as defined by state and federal law shall reside at the group home; (7) blank copies of all forms that all residents and potential residents are required to complete; (8) if the group home operator is not the property owner, written approval from the property owner to operate a group home shall be submitted with the application; and (9) any applicable fee or deposit as approved by the Orange County Board of Supervisors. No person shall open a group home prior to issuance of a group home permit.
 - (2) The group home shall have six (6) or fewer residents, not counting a house manager, but in no event shall have more than seven (7) residents. If the dwelling unit has an accessory dwelling unit, residents of both units shall be combined to determine whether or not the limit of six (6) residents has been exceeded.
 - (3) The group home shall not be located in an accessory dwelling unit unless the primary dwelling unit is used for the same purpose.

- (4) The group home shall have a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24-hour basis and who are responsible for the day-to-day operation of the group home.
- (5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles. Residents and the house manager may each only store or park a single vehicle at the dwelling unit or on any street within three hundred (300) feet of the dwelling unit. The vehicle shall be operable and currently used as a primary form of transportation for a resident of the group home.
- (6) Residents shall not require and operators shall not provide "care and supervision" as those terms are defined by Section 80001(c)(3) of title 22, California Code of Regulations, as may be amended.
- (7) Integral facilities shall not be permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral facility.
- (8) The property shall be fully in compliance with all building codes, codified ordinances, and Zoning Code of the County of Orange.
- (9) At least forty-eight hours prior to a resident's emergency eviction from or involuntary termination of residency in a group home, the operator shall:
 - a. Notify the person designated as the resident's emergency contact or contact of record that the resident will no longer be residing at the home.
 - b. Contact the Orange County Health Care Agency OC Links Referral Line and/or another entity designated by the County to determine the services available to the resident, including, but not limited to, alcohol and drug inpatient and outpatient treatment.
 - c. Provide the information obtained regarding services available to the resident (see paragraph (9)b. of this subsection) and any other treatment provider or service to the resident prior to his or her release on a form provided by the County and obtain the resident's signed acknowledgement thereon.
 - d. Provided, however, that if the resident's behavior results in immediate termination of residency pursuant to rules approved by the County as part of the Group Home Permit for that facility, the operator shall comply with paragraphs a. through c. of subsection (a)(9) as soon as possible.
- (10) Prior to a resident's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:
 - a. Make available to the resident transportation to the address listed on the resident's driver license, state-issued identification card, or the

permanent address identified in the resident's application or referral to the group home.

- b. Provided, however, that should the resident decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the resident transportation to another group home or residential care facility that has agreed to accept the resident.
- (11) The group home operator shall maintain records for a period of one (1) year following eviction from or involuntary termination of residency of an resident that documents compliance with subsections (a)(9) and (a)(10) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of State or Federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(11) of this section by providing remuneration to the resident for the cost of transportation.
- (12) In addition to the regulations outlined above, in subsections (a)(1) through (a)(11) of this section, the following shall also apply to sober living homes:
 - a. The sober living home shall not be located within one thousand (1,000) feet, as measured from the closest property lines, of any other sober living home or from any state licensed and/or certified alcoholism or drug abuse recovery/treatment facility.
 - b. All residents, other than the house manager, shall be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous, and the sober living home shall maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.
 - The sober living home's rules and regulations shall prohibit the use c. of any alcohol or any non-prescription drugs at the sober living home or by any resident either on- or off-site. The sober living home shall also have a written policy regarding the possession, use, and storage of prescription medications. The facility cannot dispense medications but shall make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on-site in a common area inside the dwelling unit. Any violation of this rule shall be cause for eviction under the sober living home's rules for residency and the violator cannot be readmitted for at least ninety (90) days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home shall have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

- d. The number of residents subject to the sex offender registration requirements of Penal Code Section 290, as may be amended, shall not exceed the limit set forth in Penal Code Section 3003.5, as may be amended, and shall not violate the distance provisions set forth in Penal Code Section 3003, as may be amended.
- e. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.
- f. The sober living home shall have a good neighbor policy provided as part of the group home application that shall direct residents to be considerate of neighbors, including refraining from engaging in excessively loud, profane, or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.
- g. The sober living home shall not provide any of the following services as they are defined by Section 10501(a) of Title 9, California Code of Regulations, as may be amended: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.
- (13) An applicant for a group home permit may seek relief from the strict application of this section by submitting an application to the Director setting forth specific reasons as to why accommodation over and above this section is necessary under State and Federal laws, pursuant to Section 7-9-153.
- (b) The group home permit shall be issued by the Director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (a)(1) through (a)(11) above, and (a)(12), if applicable. The group home permit shall be denied or revoked, by the Director under any of the following circumstances:
 - (1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information.
 - (2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two (2) years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.
 - (3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the previous seven (7) to ten (10) years, to any of the following offenses:
 - a. Any sex offense for which the person is required to register as a sex offender under California Penal Code Section 290, as may be amended, (previous ten (10) years).

- b. Arson offenses violations of Penal Code Sections 451-455, as may be amended, (previous seven (7) years.
- c. Violent felonies, as defined in Penal Code Section 667.5, as may be amended, which involve doing bodily harm to another person (previous ten (10) years).
- d. The unlawful sale or furnishing of any controlled substances (previous seven (7) years).
- (4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.
- (5) The owner/operator accepts residents, other than a house manager, who are not handicapped as defined by the FHAA and FEHA.
- (6) A group home permit for a sober living home shall also be denied or revoked by the Director under any of the following additional circumstances:
 - a. Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one (1) full year of sobriety.
 - b. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.
 - c. The sober living home, as measured by the closest property lines, is located within one thousand (1,000) feet of any other sober living home or state licensed and/or certified alcoholism or drug abuse recovery/treatment facility. If a state licensed and/or certified alcoholism or drug abuse recovery/treatment facility moves within six hundred fifty (650) feet of an existing sober living home this shall not cause the revocation of the sober living home's permit.
- (7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations.
- (8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to section 7-9-153.
- (c) Compliance of existing group homes.
 - (1) Existing group homes shall apply for a group home permit within ninety (90) days of the effective date of the group home regulations.
 - (2) Existing group homes shall have one (1) year from the effective date of the group home regulations to comply with its provisions, provided that any

- existing group home, which is serving more than six (6) residents, shall first comply with the six (6) resident maximum.
- (3) Existing group homes obligated by a written lease exceeding one (1) year from the effective date of the ordinance, or whose activity involves investment of money in leasehold or improvements such that a longer period is necessary to prevent undue financial hardship, are eligible for up to one (1) additional year grace period pursuant to approval of a group home permit.

(d) Expiration.

(1) A group home permit shall expire and be of no further force or effect if after establishment, the use or activity for which the permit was approved is discontinued or abandoned for a period of six (6) months.

(e) Severability.

If any provision of section 7-9-141, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this section to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this section are severable.

<u>SECTION 2</u>. The Board of Supervisors finds that this Ordinance is exempt from the provisions of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

<u>SECTION 3</u>. If any portion of the Ordinance, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, of the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

<u>SECTION 4</u>. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage, and before the expiration of fifteen (15) days after the passage thereof shall be published once in an adjudicated newspaper in the County of Orange.

Memorandum

January 9, 2020

To:

Clerk of the Board of Supervisors

From:

Tom Hatch, Chief Human Resources Officer

Concur:

Frank Kim, County Executive Officer

Subject:

Request for a Closed Session for January 28, 2020

LERK OF THE DOARD
ORANGE COURTY
ARD OF SUPERVISORS

0 JAN 10 AM 8: 31

CS-1

The Human Resource Services department requests a Closed Session on January 28, 2020 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Attorneys Association (OCAA), and International Union of Operating Engineers (IUOE), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Closed Session on January 28, 2020 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Attorneys Association (OCAA), and International Union of Operating Engineers (IUOE), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session

Thank you,

cc:

Members, Board of Supervisors

Frank Kim, CEO

Leon J. Page, County Council