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REFERENCED CONTRACT PROVISIONS

Term: February 26, 2020 through December 31, 2020
Period One means the period from February 26, 2020 through June 30, 2020
Period Two means the period from July 1, 2020 through December 31, 2020
Period Three means the period from January 1, 2021 through December 31, 2021

~~Maximum Obligation:~~

~~Period One Maximum Obligation: \$ 140,923.91~~

~~Period Two Maximum Obligation: \$1,438,559.94~~

~~Period Three Maximum Obligation: \$1,579,483.85~~

~~TOTAL MAXIMUM OBLIGATION: \$3,000,000.00~~

Aggregate Maximum Obligation: \$6,107,520

Basis for Reimbursement: Combination - Negotiated Rate and Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: «DUNS_NUMBER»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

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

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I. ACRONYMS

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

4

5

A. AA Alcoholics Anonymous

6

B. AB 109 Assembly Bill 109, 2011 Public Safety Realignment

7

C. ABC Allied Behavioral Care

8

D. ACH Acute Care Hospital

9

E. ADAS Alcohol and Drug Abuse Services

10

F. ADL Activities of Daily Living

11

G. ADP Alcohol and Drug Program

12

H. AES Advanced Encryption Standard

13

I. AFLP Adolescent Family Life Program

14

J. AIDS Acquired Immune Deficiency Syndrome

15

K. AIM Access for Infants and Mothers

16

L. AMHS Adult Mental Health Services

17

M. ARRA American Recovery and Reinvestment Act of 2009

18

N. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria

19

O. ASI Addiction Severity Index

20

P. ASIST Applied Suicide Intervention Skills Training

21

Q. ASO Administrative Services Organization

22

R. ASRS Alcohol and Drug Programs Reporting System

23

S. BBS Board of Behavioral Sciences

24

T. BCP Business Continuity Plan

25

U. BH Base Hospital

26

V. BHS Behavioral Health Services

27

W. CalOMS California Outcomes Measurement System

28

X. CalWORKs California Work Opportunity and Responsibility for Kids

29

Y. CAP Corrective Action Plan

30

Z. CAT Centralized Assessment Team

31

AA. CCC California Civil Code

32

AB. CCLD (California) Community Care Licensing Division

33

AC. CCR California Code of Regulations

34

AD. CDCR California Department of Corrections and Rehabilitation

35

AE. CDSS California Department of Social Services

36

AF. CERC Children's Emergency Receiving Center

37

AG. CESI Client Evaluation of Self at Intake

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

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

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

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

II. ALTERATION OF TERMS

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

1 //

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

6 7 **III. ASSIGNMENT OF DEBTS**

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

15 16 **IV. COMPLIANCE**

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

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

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

28 These elements include:

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

36 3. If CONTRACTOR does not provide proof of its own compliance program to
37 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance

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

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

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

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

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

1 //

2 2. An Ineligible Person shall be any individual or entity who:

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

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

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

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

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

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

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

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

37 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14 **V. CONFIDENTIALITY**

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

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

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

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

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

36 //
37 //

VI. CONFLICT OF INTEREST

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

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without

1 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 2 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 4 Any attempted assignment or delegation in derogation of this paragraph shall be void.

5 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 6 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement,
 7 the new owners shall be required under the terms of sale or other instruments of transfer to assume
 8 CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
 9 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
 10 part, without the prior written consent of COUNTY.

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

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

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

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

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

36 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY
 37 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to

1 COUNTY for the provision of services under the Agreement.

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

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

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

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

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

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

27 28 **IX. DISPUTE RESOLUTION**

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

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

36 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
37 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand

1 a written statement signed by an authorized representative indicating that the demand is made in good
 2 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
 3 the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

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

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

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

21 22 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32 33 **XI. FACILITIES, PAYMENTS AND SERVICES**

34 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 35 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
 36 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
 37 minimum number and type of staff which meet applicable federal and state requirements, and which are

1 necessary for the provision of the services hereunder.

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

5
6 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

12 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
<u>Coverage (continued)</u>	<u>Minimum Limits (continued)</u>
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

1	Professional Liability Insurance	\$1,000,000 per claims made
2		\$1,000,000 aggregate
3		
4	Sexual Misconduct Liability	\$1,000,000 per occurrence
5		

6 H. REQUIRED COVERAGE FORMS

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

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

11 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

31 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
32 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
33 ***officers, agents and employees,*** or provide blanket coverage, which will state ***AS REQUIRED BY***
34 ***WRITTEN AGREEMENT.***

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

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

6 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
 7 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain
 8 coverage for two (2) years following the completion of the Agreement.

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

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

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

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

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

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

28 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

36 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 37 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have

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

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

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

- 8 1. ARRA of 2009.
- 9 2. Title 22, CCR, §51009, Confidentiality of Records.
- 10 3. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 11 4. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 12 5. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
13 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

14
15 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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

37 //

XVI. MAXIMUM OBLIGATION

1 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
2 agreements for Housing Navigation and Sustainability Services for Non-Behavioral Health Involved
3 Clients Services ~~during Period One and Period Two~~ is are as specified in the Referenced Contract
4 Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several
5 agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the
6 Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum
7 Obligations.
8

9 B. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the
10 ~~Period One, Period Two, and Period Three Maximum Obligations~~ amount reimbursed in each Period,
11 provided the total amount reimbursed ~~of these Maximum Obligations~~ does not exceed the **Total**
12 Aggregate Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this
13 Agreement.
14

XVII. MINIMUM WAGE LAWS

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

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

26 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
27 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
28 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
29 of California (§§1770, et seq.), as it now exists or may hereafter be amended.
30

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

31
32
33 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined
34 in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any employee
35 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
36 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
37 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,

1 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
 2 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
 3 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
 4 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
 5 gender expression, age, sexual orientation, or military and veteran status.

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

10 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
 11 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
 12 provision of benefits.

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

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

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

27 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 28 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 29 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 30 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 31 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 32 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 33 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 34 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
 35 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
 36 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
 37 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination

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

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

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

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

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

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

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

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

XIX. 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.

XX. 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.

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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.

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

1 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
2 of the death due to terminal illness of any person served pursuant to this Agreement.

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

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

9 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

13 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
14 any applicable public event or meeting. The notification must include the date, time, duration, location
15 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
16 approved by ADMINISTRATOR prior to distribution.
17

18 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

25 2. CONTRACTOR shall maintain books, records, documents, accounting procedures and
26 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
27 claimed to have been incurred in the performance of this Agreement and in accordance with principles of
28 reimbursement and GAAP.
29

30 3. CONTRACTOR shall ensure the maintenance of medical records required by §70747
31 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
32 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
33 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

34 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
35 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
36 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
37 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state

1 regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

35 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
36 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
37 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or

1 regulation, and copy ADMINISTRATOR on such notifications.

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

5 6 **XXIII. RESEARCH AND PUBLICATION**

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

10 11 **XXIV. SEVERABILITY**

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

17 18 **XXV. SPECIAL PROVISIONS**

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

- 21 1. Making cash payments to intended recipients of services through this Agreement.
- 22 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
24 of appropriated funds to influence certain federal contracting and financial transactions).
- 25 3. Fundraising.
- 26 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
28 Directors or governing body.
- 29 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
30 for expenses or services.
- 31 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
32 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
33 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 34 7. Paying an individual salary or compensation for services at a rate in excess of the current
35 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
36 may be found at www.opm.gov.

XXVI. 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.

XXVII. 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.

XXVIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) 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

1 any of the following events:

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

16 E. CONTINGENT FUNDING

- 17 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 18 a. The continued availability of federal, state and county funds for reimbursement of
19 COUNTY's expenditures, and
 - 20 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
21 approved by the Board of Supervisors.
- 22 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
23 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
24 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,
25 CONTRACTOR shall not be obligated to accept the renegotiated terms.

26 F. In the event this Agreement is suspended or terminated prior to the completion of the term as
27 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
28 //
29 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
30 term of the Agreement.

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

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
34 consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
36 performance during the remaining contract term.
- 37 3. Until the date of termination, continue to provide the same level of service required by this

1 Agreement.

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

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

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

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

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

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

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

23
24 **XXIX. THIRD PARTY BENEFICIARY**

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

28 //

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

30 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
31 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
32 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
33 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
34 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
4 «CONTRACTOR_NAME» «DBA_NAME»

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
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19 COUNTY OF ORANGE

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21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 8. "Housing Navigation Services" means supportive services to Client in order to gain
11 residential housing placement.

12 9. "Housing Navigator" means the individual assisting Client to obtain residential housing
13 placement and providing the linkage between the landlords and the Clients.

14 10. "Housing Sustainability Services" means supportive services to Client in order to maintain
15 residential housing placement.

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

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

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

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

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

36 16. "Whole Person Care Pilot Program" or "WPC Pilot" or "WPC Program" means the specific
37 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications

1 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which
 2 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who have
 3 been identified as high users of multiple systems and continue to have poor health outcomes.

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

8 18. "WPC CalOptima Recuperative Care Agreement" means the Agreement between the
 9 COUNTY and CalOptima for reimbursement of recuperative care bed days.

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

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

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

28 21. "WPC Connect" means Orange County's WPC Pilot Program's shared care coordination
 29 platform.

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

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

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

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

A. FACILITY/(IES)

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

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

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

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

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

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

B. INDIVIDUALS TO BE SERVED

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

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

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

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

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

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

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

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

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

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

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

24 2) Assist with the application process,

25 3) Secure reasonable letters of support as needed,

26 4) Ensure that Client has funding for a deposit,

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

28 6) Arrange for Client's utilities to be turned on, and

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

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

34 a. GOOD NEIGHBOR POLICY – CONTRACTOR shall establish a Good Neighbor
35 Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not
36 be limited to, staff, volunteer, intern, and subcontractor training to deal with neighbor complaints; Client
37 training to deal with neighbor differences and complaints; staff, volunteer, intern, and subcontractor

1 contact information available to neighboring residents and complaint procedures.

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

4 8. CONTRACTOR shall work with the WPC Program team to link Clients to other services for
5 ongoing support in an effort to further ensure housing sustainability.

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

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

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

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

19 13. CONTRACTOR shall participate in joint monthly Housing Navigation and Sustainability
20 collaborative meetings, for case management and other general purposes, with various COUNTY contract
21 providers and/or CalOptima, as needed.

22 14. CONTRACTOR shall provide resources and training on requirements for the Coordinated
23 Entry System to CONTRACTOR's subcontractors, with guidance on how to complete all necessary
24 paperwork for access to housing through the Coordinated Entry system, as well as guidance on linking
25 beneficiaries to other homeless services.

26 D. PERFORMANCE OBJECTIVES

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

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

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

34 b. CONTRACTOR shall monitor and track the total number of referrals received; number
35 of referrals accepted on a monthly basis, and shall note key information regarding the Client and the
36 Housing Navigation and Sustainability Services provided monthly via reporting in WPC Connect, which
37 it the WPC Program's shared care coordination platform. Such information may include, but is not limited

1 to the following:

- 2 1) Date of Service.
- 3 2) Service close date.
- 4 3) Referring agency or individual and recommended services.
- 5 4) Type of service provided: Housing Navigation or Housing Sustainability.
- 6 5) Number of days Client has been homeless prior to Housing Navigation and
- 7 Sustainability referral.
- 8 6) Document readiness.
- 9 7) Housing placement, once placed.
- 10 8) Type of Voucher and voucher expiration date, if applicable.
- 11 9) , Associated receipts and supporting documentation for Housing Supportive Services
- 12 expenditures as referenced in Subparagraph V.B. of this Exhibit A to the Agreement..
- 13 10) Number of days Client has maintained their housing independent or permanent
- 14 supportive placement.

15 c. CONTRACTOR shall monitor and track the total number Clients referred for placement

16 and the number who received housing services after referral.

17 d. CONTRACTOR shall monitor and track the type and number of services provided to

18 each Client.

19 e. CONTRACTOR shall track and note Client linkage to other Service Providers within

20 WPC Connect.

21 f. CONTRACTOR's shall provide one hundred percent (100%) of the individuals placed

22 with housing sustainability services to assist Client in sustaining housing placement.

23 g. CONTRACTOR shall ensure that Clients placed in housing retain their housing for six

24 (6) months or longer.

25 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,

26 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms

27 of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to

28 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,

29 or religious belief.

30 F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct

31 research activity on COUNTY Clients without obtaining prior written authorization from

32 ADMINISTRATOR.

33 G. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional

34 welfare of Clients, including but not limited to, serious physical harm to self or others, serious destruction

35 of property, and developments, which may raise liability issues with COUNTY, and shall advise

36 ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or

37 accessibility of Client related services provided under this Agreement, as set forth in the Notices Paragraph

1 of the Agreement.

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

4 5 **III. ADMINISTRATOR OBLIGATIONS**

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

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

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

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

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

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

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

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

25 b. Staff training for individuals conducted by ADMINISTRATOR.

26 c. Other staff training as requested by ADMINISTRATOR.

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

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

31 32 **IV. COMMITTEES/GROUPS**

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

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

37 2. The WPC Collaborative may elect to continue past the period of the WPC Agreement if all

1 or a portion of the infrastructure and services developed for the WPC Program are continued through other
2 funding mechanisms following the termination of the WPC Agreement on December 31, 2020.

- 3 3. The WPC Collaborative shall be responsible for:
- 4 a. Development and implementation of all policies and procedures relating to the
5 implementation and monitoring of the WPC Program.
- 6 b. Review and analysis of all data gathered and reported for the WPC Program.
- 7 c. Participation in the Plan-Do-Study-Act Cycle as required by DHCS.
- 8 1) Plan – The components of the WPC Program to be implemented.
- 9 2) Do – The implementation of the components of the WPC Program.
- 10 3) Study – Reviewing the data and results of the WPC Program components as
11 implemented.
- 12 4) Act – Determining what modifications should be made, if any, to the WPC Program
13 components to achieve the desired results

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

- 16 1. The WPC Steering Committee shall consist of the following members:
- 17 a. COUNTY's Care Coordinator, who shall be the Chairperson
- 18 b. One representative from CalOptima
- 19 c. One representative from the Hospital Community;
- 20 d. One representative from the Clinic Community
- 21 e. One representative from COUNTY's Behavioral Health Services Program
- 22 f. One representative from COUNTY's Public Health Program
- 23 g. One representative from COUNTY's Community Resource Department responsible for
24 the housing programs.
- 25 h. One representative from 2-1-1 Orange County

26 2. COUNTY's WPC Project Manager shall provide staff support to the WPC Steering
27 Committee.

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

30 **V. PAYMENTS**

31 A. COUNTY shall pay CONTRACTOR, monthly in arrears, at a rate of nine-hundred and sixty
32 dollars (\$960) per Client per month for each Client referred for whom CONTRACTOR has appropriately
33 noted and reported the provision of Housing Navigation and Sustainability Services and housing
34 supportive services in WPC Connect.

35 B. COUNTY shall pay CONTRACTOR monthly, in arrears, at actual cost per Client, not to exceed
36 \$4,500 per Client, for one-time expenses incurred during move in or residential housing placement.
37

- 1 1. One-time expenses may include, but are not limited to the following:
- 2 a. Housing application fees,
- 3 b. Deposits to secure housing (first and last month's rent should be included in housing
- 4 voucher),
- 5 c. Deposits required to turn on utilities per utility company(/ies),
- 6 d. Purchasing a refrigerator,
- 7 e. Purchasing a microwave,
- 8 f. Purchasing seating furniture,
- 9 g. Purchasing a bed,
- 10 h. Basic housekeeping items. (i.e. linens (bedding, bathing, cleaning related), dish, bowl,
- 11 cup, utensils, pot/pan, general cleaning supplies), and
- 12 i. Groceries for the first thirty (30) days will be considered only once other community
- 13 resources have been exhausted such as food banks, donations, etc.
- 14 1) Please note gift certificates for food purchases are not allowed.
- 15 2) Grocery purchases shall adhere with D-SNAP, SNAP, NSLP, SBP, CACFP, SFSP,
- 16 WIC, and/or other federal, state, and local food and nutrition general assistance and voucher programs.
- 17 3) CONTRACTOR's Housing Navigators and/or Peer Mentors are to utilize grocery
- 18 shopping as a life skills training opportunity and accompany Client to aide in making appropriate,
- 19 nutritional purchases.
- 20 2. CONTACTRATOR submit all receipts for actual cost reimbursement monthly, per Client, in
- 21 advance of invoicing for reimbursement, for ADMINISTRATOR review and approval.
- 22 3. CONTRACTOR shall have a process for and mechanism to track expenditures and assets by
- 23 Client, for reporting, reclaiming, repurposing, and/or returning to COUNTY, as reviewed and approved
- 24 by ADMINISTRATOR, and in accordance with this Agreement.
- 25 C. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
- 26 such information as is required by ADMINISTRATOR. Invoices are due the fifteenth (15th) calendar
- 27 day of the month. Invoices received after the due date may not be paid within the same month. Payments
- 28 to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after
- 29 receipt of the correctly completed invoice form.
- 30 D. CONTRACTOR agrees that all billings to COUNTY shall be supported, at CONTRACTOR's
- 31 facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices,
- 32 bank statements, canceled checks, receipts, receiving records, and records of service provided, which shall
- 33 be made available for COUNTY to review at their option.
- 34 E. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
- 35 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
- 36 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
- 37 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made

1 in accordance with GAAP regulations. A record of all invoices rendered and revenues received from any
 2 source, on behalf of Clients served pursuant to this Agreement, must be reflected in CONTRACTOR's
 3 financial records.

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

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

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

11 I. At ADMINISTRATOR's sole discretion, COUNTY may revise reimbursement rates for the
 12 period of January 1, 2021 through December 31, 2021. CONTRACTOR agrees such revised rates are
 13 applicable to all services provided during the period January 1, 2021 through December 31, 2021,
 14 including services that may have already been reimbursed at the time of CMS approval, DHCS contract
 15 with COUNTY, and subsequent contract amendment with CONTRACTOR.

16 **VI. REPORTS**

17 **A. PROGRAMMATIC**

18 1. Throughout the term of the Agreement, CONTRACTOR shall submit programmatic reports
 19 to ADMINISTRATOR, on an ongoing basis and no later than the end of each month.

20 2. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR and/or
 21 input information into ADMINISTRATOR's WPC Connect platform or other ADMINISTRATOR
 22 designated data system, monthly programmatic reports concerning CONTRACTOR's activities as they
 23 relate to this Agreement.
 24

25 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at
 26 scheduled meetings with ADMINISTRATOR and shall state whether or not they are progressing
 27 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being
 28 taken to achieve satisfactory progress.

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

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

37 D. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a

1 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
 2 incidents shall include, but are not limited to, suicide or attempted suicide, elopement or absence without
 3 leave, serious injury, death, criminal behavior including arrests with or without conviction, positive test
 4 results for substance abuse from urine screenings, or any other incident which may expose COUNTY or
 5 CONTRACTOR to liability.

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

8

9 **VII. STAFFING**

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

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

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

23 D. Student Interns and Volunteers

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

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

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

31 //

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

36 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business
 37 days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary

1 FTE changes, and temporary staffing assignments that occur during the term of the Agreement.

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

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

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

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

- 17 a. Policies, procedures and/or guidelines outlining the roles, expectations, and
18 responsibilities for the Housing Navigation and Sustainability Services staff,
- 19 b. Referral guidelines for Housing Navigation and Sustainability Services,
- 20 c. Orientation to Recovery Principles,
- 21 d. COUNTY and COUNTY-contracted community resources,
- 22 e. Strategies for self-care and prevention of burn-out,
- 23 f. Data collection, tracking, and reporting requirements, and
- 24 g. Performance outcome measures.

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

29 //

30 J. CONTRACTOR's Housing Navigation and Sustainability Program Supervisor shall directly
31 supervise the Navigators.

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

- 36 a. Implementation, supervision and tracking outcomes of housing navigation activities and
37 interventions,

1 b. Maintain ongoing communication with appropriate stakeholders on needs assessments,
2 and efficient delivery of services,

3 c. Research, evaluate, and implement Best Practices as they relate to Housing Navigation
4 and Sustainability Services and ensure the program continues to progress towards achieving positive
5 outcomes,

6 d. Submittal of monthly data to ADMINISTRATOR with verification that outcome data is
7 correct,

8 e. Development of all P&Ps regarding the Housing Navigation and Sustainability program,

9 f. Fiscal and programmatic management of the Housing Navigation and Sustainability
10 operating budget,

11 g. Develop and coordinate In-service training of staff, both initially and ongoing, on topics
12 related to Recovery, field-based services, and

13 h. Maintain ongoing communication with ADMINISTRATOR in regards to program.

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

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

20 M. CONTRACTOR shall provide effective administrative management of the budget, staffing,
21 recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to
22 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and
23 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,
24 the following:

25 1. Designate the responsible position(s) in your organization for managing the funds allocated
26 to this program

27 2. Maximize the use of the allocated funds

28 3. Ensure timely and accurate reporting of monthly expenditures

29 4. Maintain appropriate staffing levels

30 5. Request budget and/or staffing modifications to the Agreement

31 6. Effectively communicate and monitor the program for its success

32 7. Track and report expenditures electronically

33 8. Maintain electronic and telephone communication between key staff and the
34 ADMINISTRATOR

35 9. Act quickly to identify and resolve problems.

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

1 ADMINISTRATOR.

2 O. CONTRACTOR shall not refuse Client referrals unless otherwise approved by
3 ADMINISTRATOR.

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

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

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

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

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

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

32
 33 **II. DEFINITIONS**

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

36 //

37 1. "Breach" means

1 a. the unauthorized acquisition, access, use, or disclosure of COUNTY PCI in a manner
2 which compromises the security, confidentiality or integrity of the information; or

3 b. the same as the definition of "breach of the security of the system" set forth in California
4 Civil Code section 1798.29(f).

5 2. "Confidential information" means information that:

6 a. does not meet the definition of "public records" set forth in California Government Code
7 section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the
8 California Government Code or any other applicable state or federal laws; or

9 b. is contained in documents, files, folders, books or records that are clearly labeled, marked
10 or designated with the word "confidential" by COUNTY.

11 3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner
12 of information outside the entity holding the information.

13 4. "PCI" means "personal information" and "confidential information" (as these terms are
14 defined herein:

15 5. "Personal information" means information, in any medium (paper, electronic, oral) that:

16 a. directly or indirectly collectively identifies or uniquely describes an individual; or
17 b. could be used in combination with other information to indirectly identify or uniquely
18 describe an individual, or link an individual to the other information; or

19 c. meets the definition of "personal information" set forth in California Civil Code section
20 1798.3, subdivision (a) or

21 d. is one of the data elements set forth in California Civil Code section 1798.29, subdivision
22 (g)(1) or (g)(2); or

23 e. meets the definition of "medical information" set forth in either California Civil Code
24 section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision U); or

25 f. meets the definition of "health insurance information" set forth in California Civil Code
26 section 1798.29, subdivision (h)(3); or

27 g. is protected from disclosure under applicable state or federal law.

28 6. "Security Incident" means:

29 a. an attempted breach; or
30 b. the attempted or successful unauthorized access or disclosure, modification or
31 destruction of COUNTY PCI, in violation of any state or federal law or in a manner not permitted under
32 the agreement between CONTRACTOR and COUNTY, including this Exhibit; or

33 c. the attempted or successful modification or destruction of, or interference with,
34 CONTRACTOR's system operations in an information technology system, that negatively impacts the
35 confidentiality, availability or integrity of COUNTY PCI; or

36 //

37 d. any event that is reasonably believed to have compromised the confidentiality, integrity,

1 or availability of an information asset, system, process, data storage, or transmission. Furthermore, an
2 information security incident may also include an event that constitutes a violation or imminent threat of
3 violation of information security policies or procedures, including acceptable use policies.

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

6
7 **III. DISCLOSURE RESTRICTIONS**

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

13
14 **IV. USE RESTRICTIONS**

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

17
18 **V. SAFEGUARDS**

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

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34 **VI. SECURITY**

35 CONTRACTOR shall take any and all steps reasonably necessary to ensure the continuous security
36 of all computerized data systems containing COUNTY PCI. These steps shall include, at a minimum,
37 complying with all of the data system security precautions listed in the CONTRACTOR Data Security

1 Standards set forth in Attachment 1 to this Exhibit.

2
3 **VII. SECURITY OFFICER**

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

7
8 **VIII. TRAINING**

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

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

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

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

19
20 **IX. EMPLOYEE DISCIPLINE**

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

24
25 **X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES**

26 A. Notification to COUNTY of Breach or Security Incident: The CONTRACTOR shall notify
27 COUNTY immediately by telephone call plus email or fax upon the discovery of a breach (as defined in
28 this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident
29 (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede
30 a criminal investigation, in which case the notification required by this section shall be made to COUNTY
31 immediately after the law enforcement agency determines that such notification will not compromise the
32 investigation. Notification shall be provided to the ADMINSTRATOR, ADMINISTRATOR Privacy
33 Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in
34 Section X.F., below. If the breach or security incident is discovered after business hours or on a weekend
35 or holiday and involves COUNTY PCI in electronic or computerized form, notification to COUNTY shall
36 be provided by calling ADMINISTRATOR Information Security Office at the telephone numbers listed
37 in Section X.F., below. For purposes of this Section, breaches and security incidents shall be treated as

1 discovered by CONTRACTOR as of the first day on which such breach or security incident is known to
 2 the CONTRACTOR, or, by exercising reasonable diligence would have been known to the
 3 CONTRACTOR. CONTRACTOR shall be deemed to have knowledge of a breach if such breach is
 4 known, or by exercising reasonable diligence would have been known, to any person, other than the person
 5 committing the breach, who is an employee or agent of the CONTRACTOR. CONTRACTOR shall take:

- 6 1. prompt corrective action to mitigate any risks or damages involved with the breach or security
 7 incident and to protect the operating environment; and
- 8 2. any action pertaining to a breach required by applicable federal and state laws, including,
 9 specifically, California Civil Code section 1798.29.

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

- 14 1. what data elements were involved and the extent of the data disclosure or access involved in
 15 the breach, including, specifically, the number of individuals whose personal information was breached;
- 16 2. a description of the unauthorized persons known or reasonably believed to have improperly
 17 used the COUNTY PCI and/or a description of the unauthorized persons known or reasonably believed
 18 to have improperly accessed or acquired the COUNTY PCI, or to whom it is known or reasonably believed
 19 to have had the COUNTY PCI improperly disclosed to them;
- 20 3. a description of where the COUNTY PCI is believed to have been improperly used or
 21 disclosed;
- 22 4. a description of the probable and proximate causes of the breach or security incident; and
- 23 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual
 24 notifications of breaches have been triggered.

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

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

- 36 1. make notification to the individuals affected by the breach (including substitute notification),
 37 pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws.

1 CONTRACTOR shall inform the COUNTY Privacy Officer of the time, manner and content of any such
2 notifications, prior to the transmission of such notifications to the individuals; or

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

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

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

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

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

20
21 ADMINISTRATOR Program Manager
22 County of Orange
23 Health Care Agency
24 405 W. Santa Ana Boulevard, Suite 458
25 Santa Ana, California 92701
26 Attention: Cheryl Meronk
27 E-mail: cmeronk@ochca.com
28 Telephone: (714) 834-4099

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31 //

32 ADMINISTRATOR Contract Manager
33 County of Orange
34 Health Care Agency
35 405 W. 5th Street, Suite 600
36 Santa Ana, California 92701
37 Attention: Nicole LeMaire

E-mail: nlemaire@ochca.com

Telephone: (714) 834-7603

ADMINISTRATOR Privacy Officer

County of Orange

Orange County Information Technology (OCIT)

1055 N. Main Street

Santa Ana, California 92701

Attention: Linda Le

E-mail: linda.le@ocit.ocgov.com

Telephone: (714) 834-4082

ADMINISTRATOR Information Security Officer

County of Orange

Health Care Agency

200 W. 5th Street

Santa Ana, California 92701

Attention: David Castellanos

E-mail: dcastellanos@ochca.com

Telephone: (714) 834-3433

XI. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING

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

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XII. REQUEST FOR COUNTY PCI BY THIRD PARTIES

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

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XIII. AUDITS

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

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

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

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

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

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

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XV. AMENDMENT

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of COUNTY PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

8
9 **XVII. NO THIRD PARTY BENFICIARIES**

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

13
14 **XVIII. INTERPRETATION**

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

19
20 **XIX. SURVIVAL**

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

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

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 12 **I. CONTRACTOR DATA SECURITY STANDARDS**

13 A. General Security Controls

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

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

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

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

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

34 6. Removable media devices. All electronic files that contain COUNTY PCI data must be
 35 encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies,

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1 CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such
2 as Advanced Encryption Standard (AES), with a 128bit key or higher.

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

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

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

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

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

24 B. System Security Controls

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

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

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

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

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

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

11 C. Audit Controls

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

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

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

21 D. Business Continuity/ Disaster Recovery Controls

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

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

32 E. Paper Document Controls

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

37 not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial

1 airplanes.

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

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

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

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

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

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

10
11 **II. BACKGROUND**

12 A. Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

13 1. COUNTY is allocating ten thousand dollars (\$10,000) in Federal CARES Act funding to
 14 ensure Clients served under this Agreement receive transportation services during the Coronavirus
 15 pandemic. Such allocation is an aggregate amount, and this specific Agreement with CONTRACTOR is
 16 only one of several agreements to which this aggregate amount applies. It is therefore understood by the
 17 Parties that reimbursement to CONTRACTOR will be only a fraction of this allocation.

18 2. CARES Act funding allows for reimbursement of eligible expenses from March 1, 2020
 19 through and including December 30, 2020.

20 3. As CONTRACTOR and COUNTY executed the Agreement on [MERGE FIELD], Federal
 21 CARES Act funding is available to CONTRACTOR to cover transportation expenses described in this
 22 Exhibit C for the period of [MERGE FIELD] through and including December 30, 2020. This term may
 23 be amended by mutual agreement of the Parties if additional funding is available to cover the services
 24 described in this Exhibit C.

25
26 **III. SERVICES**

27 A. CONTRACTOR’s transportation services, in accordance with subparagraph II.C.5.a of Exhibit
 28 A to the Agreement, shall include arranging for transportation services, such as Uber, Lyft, taxis, or other
 29 reasonable, responsible, and appropriate means of transportation for Clients.

30 B. CONTRACTOR’s transportation expenses in accordance with subparagraph A, above, shall be
 31 reimbursed at actual costs. Such reimbursement shall be exclusive of and in addition to reimbursements
 32 authorized in subparagraph V., Payments, of Exhibit A to the Agreement.

33 C. Transportation services under this Exhibit C include Client transportation for any and all Housing
 34 Navigation and Sustainability services activities, which may include but is not limited to:

- 35 1. Transportation to view potential housing placements;
- 36 2. Transportation to meet with potential landlords;
- 37 3. Transportation for income-related purposes, such as Social Security, unemployment,

1 disability, etc; and

2 4. Transportation to apply for and/or receive identification documents needed for housing.

4 **IIIV. SERVICES**

5 **A. Contract Work Hours And Safety Standards Act**

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

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

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

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

34 **B. Clean Air Act And The Federal Water Pollution Control Act**

35 1. Clean Air Act

36 a. The Contractor agrees to comply with all applicable standards, orders or regulations
37 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

1 b. The Contractor agrees to report each violation to the County and understands and agrees
2 that the County will, in turn, report each violation as required to assure notification to the Federal
3 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4 c. The Contractor agrees to include these requirements in each subcontract exceeding
5 \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6 2. Federal Water Pollution Control Act

7 a. The Contractor agrees to comply with all applicable standards, orders, or regulations
8 issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9 b. The Contractor agrees to report each violation to the County and understands and agrees
10 that the County will, in turn, report each violation as required to assure notification to the Federal
11 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

12 c. The Contractor agrees to include these requirements in each subcontract exceeding
13 \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

14 C. Suspension and Debarment

15 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.
16 As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R.
17 § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940)
18 or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

30 D. Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended)

31 1. Contractors who apply or bid for an award of \$100,000 or more shall file the required
32 certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated
33 funds to pay any person or organization for influencing or attempting to influence an officer or employee
34 of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of
35 Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31
36 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in
37 connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the

1 recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute
2 the certification, as provided in Attachment C.

3 E. Procurement of Recovered Materials

4 1. In the performance of this contract, the Contractor shall make maximum use of products
5 containing recovered materials that are EPA-designated items unless the product cannot be acquired

6 a. Competitively within a timeframe providing for compliance with the contract
7 performance schedule;

8 b. Meeting contract performance requirements; or

9 c. At a reasonable price.

10 2. Information about this requirement, along with the list of EPA- designated items, is available
11 at EPA's Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-
12 procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

13 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002
14 of the Solid Waste Disposal Act.

15 F. Access To Records

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

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

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

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

27 G. Department of Homeland Security (DHS) Seal, Logo, And Flags:

28 1. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or
29 likenesses of DHS agency officials without specific FEMA pre-approval.

30 H. Compliance with Federal Law, Regulations, And Executive Orders

31 1. This is an acknowledgement that FEMA financial assistance will be used to fund all or a
32 portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive
33 orders, FEMA policies, procedures, and directives.

34 I. No Obligation by Federal Government

35 1. The Federal Government is not a party to this contract and is not subject to any obligations
36 or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting
37 from the contract.

1 J. Program Fraud and False Or Fraudulent Statements Or Related Acts

2 1. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False
3 Claims and Statements) applies to the Contractor's actions pertaining to this contract.

4 K. Breach of Contract

5 1. The failure of the Contractor to comply with any of the provisions, covenants or conditions
6 of this Contract shall be a material breach of this Contract. In such event the County may, and in addition
7 to any other remedies available at law, in equity, or otherwise specified in this Contract:

8 a. Terminate the Contract immediately, pursuant to Section K herein;

9 b. Afford the Contractor written notice of the breach and ten (10) calendar days or such
10 shorter time that may be specified in this Contract within which to cure the breach;

11 c. Discontinue payment to the Contractor for and during the period in which the Contractor
12 is in breach; and

13 d. Offset against any monies billed by the Contractor but yet unpaid by the County those
14 monies disallowed pursuant to the above.

15 L. Equal Employment Opportunity

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

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

34 3. Regarding Americans with disabilities, Contractor agrees to comply with applicable
35 provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be
36 amended in the future.

37 //