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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2015 through June 30, ~~2015~~2018

Period One means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

Period Two means the period from July 1, ~~2014~~2016 through June 30, ~~2015~~2017

Period Three means the period from July 1, 2017 through June 30, 2018

Basis: Revenue Agreement

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Program Support Services
405 West 5th Street, Suite 746
Santa Ana, CA 92701
and
County of Orange ~~Health Care Agency~~
~~Lynn Einarsson Woods, Division Manager~~
California Children’s Services
Anthony Rose, Division Manager
200 Santa Ana Blvd., Suite 100
Santa Ana, CA 92701

CONTRACTOR: Hospital Association of Southern California
12383 Lewis Street, Suite 101
Garden Grove, CA 92840
Ana Reza, VP of Patient Access Services
AREza@hasc.org

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I. ACRONYMS

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

1		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CCS	California Children's Services Program
9	F. CEO	County Executive Office
10	G. CFR	Code of Federal Regulations
11	H. CHOC	Children's Hospital of Orange County
12	I. CHPP	COUNTY HIPAA Policies and Procedures
13	J. CHS	Correctional Health Services
14	K. COI	Certificate of Insurance
15	L. D/MC	Drug/Medi-Cal
16	M. DHCS	Department of Health Care Services
17	N. DPFS	Drug Program Fiscal Systems
18	O. DRS	Designated Record Set
19	P. ePHI	Electronic Protected Health Information
20	Q. GAAP	Generally Accepted Accounting Principles
21	R. HASC	Hospital Association of Southern California
22	S. HCA	Health Care Agency
23	T. HHS	Health and Human Services
24	U. HIPAA	Health Insurance Portability and Accountability Act of 1996,
25		Public Law 104-191
26	V. HSC	California Health and Safety Code
27	W. ISO	Insurance Services Office
28	X. MHP	Mental Health Plan
29	Y. OCJS	Orange County Jail System
30	Z. OCPD	Orange County Probation Department
31	AA. OCR	Office for Civil Rights
32	AB. OCSD	Orange County Sheriff's Department
33	AC. OIG	Office of Inspector General
34	AD. OMB	Office of Management and Budget
35	AE. OPM	Federal Office of Personnel Management
36	AF. PA DSS	Payment Application Data Security Standard
37	AG. PC	State of California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standard
2	AI. PHI	Protected Health Information
3	AJ. PII	Personally Identifiable Information
4	AK. PRA	Public Record Act
5	AL. SIR	Self-Insured Retention
6	AM. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
7		
8	AN. UCIMC	University of California Irvine Medical Center
9	AO. USC	United States Code
10	AP. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

13 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
 14 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
 15 matter of this Agreement.

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

III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

26 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 27 prior written consent of COUNTY.

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

34 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
 35 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 36 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 37 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be

1 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in
2 derogation of this subparagraph shall be void.

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

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

11 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
12 means of subcontracts, provided such subcontracts are approved in advance, in writing by
13 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
14 under subcontract, and include any provisions that ADMINISTRATOR may require with approval from
15 CONTRACTOR.

16 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
17 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
18 subsequently fails to meet the requirements of this Agreement or any provisions that
19 ADMINISTRATOR has required.

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

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

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

27
28 **IV. FACILITIES, PAYMENTS AND SERVICES**

29 COUNTY agrees to provide the staffing in accordance with Exhibit A to this Agreement.
30 CONTRACTOR agrees to make arrangements to provide facilities, equipment and supplies to
31 COUNTY staff providing services in accordance with Exhibit A to this Agreement. CONTRACTOR
32 shall compensate, and authorize, when applicable, said services. COUNTY shall operate continuously
33 throughout the term of this Agreement with at least the minimum number and type of staff which meet
34 applicable federal and state requirements, and which are necessary for the provision of the services
35 hereunder.

36 //
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V. INDEMNIFICATION AND INSURANCE

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

12 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
13 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
14 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
15 damage, arising from or related to the services, products or other performance provided by COUNTY
16 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court
17 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY
18 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party
19 shall request a jury apportionment.

20 C. Each party agrees to provide the indemnifying party with written notification of any claim
21 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
22 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
23 each party shall cooperate with the indemnifying party in its defense.

24 D. Prior to the provision of services under this ~~AGREEMENT~~ Agreement, CONTRACTOR agrees
25 to purchase all required insurance, at CONTRACTOR's expense and to submit to COUNTY the
26 ~~Certificates of Insurance (COI)~~, including all endorsements required herein, necessary to satisfy
27 COUNTY that the insurance provisions of this ~~AGREEMENT~~ Agreement have been complied with and
28 to maintain such insurance coverage ~~with COUNTY~~ during the entire term of this
29 ~~AGREEMENT~~ Agreement. In addition, all subcontractors performing work on behalf of
30 CONTRACTOR pursuant to this ~~AGREEMENT~~ Agreement shall obtain insurance subject to the same
31 terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
32 subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from
33 CONTRACTOR under this agreement. It is the obligation of CONTRACTOR to provide notice of the
34 insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any
35 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through
36 the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

37 E. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs

1 or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any
2 self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile
3 liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk
4 Management upon review of CONTRACTOR's current audited financial report.

5 F. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
6 ~~AGREEMENT~~ Agreement, COUNTY may terminate this ~~AGREEMENT~~ Agreement.

7 G. QUALIFIED INSURER

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

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

18 H. ~~Without limiting its duty to indemnify COUNTY, it is agreed that CONTRACTOR shall~~
19 ~~require in its subcontracts that subcontractors provide the following policy of insurance or evidence of~~
20 ~~self insurance, covering its operations; said policy of insurance or evidence of self insurance to be~~
21 ~~maintained in force at all times during the term of this Agreement.~~ The policy or policies of insurance,
22 or maintained by CONTRACTOR shall provide the minimum 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

28
29 I. REQUIRED COVERAGE FORMS

30 1. The Commercial General Liability coverage shall be written on ~~Insurance Services Office~~
31 ~~(ISO)~~ form CG 00 01, or a substitute form providing liability coverage at least as broad.

32 J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
33 following endorsements, which shall accompany the COI:

34 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
35 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
36 Additional Insureds.

37 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is

1 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
2 non-contributing.

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

7 L. ~~All insurance policies required by this AGREEMENT~~ Contractor shall ~~give the County of~~
8 ~~Orange~~ notify COUNTY in writing within thirty (30) days ~~notice in the event of any policy~~ cancellation
9 ~~and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an~~
10 ~~endorsement separate from~~ and provide a copy of the cancellation notice to COUNTY. Failure to
11 provide written notice of cancellation may constitute a material breach of the contract, upon which the
12 ~~COI~~ COUNTY may suspend or terminate this contract.

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

15 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
16 insurance of any of the above insurance types throughout the term of this ~~AGREEMENT~~ Agreement
17 which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by
18 County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

28 Q. SUBMISSION OF INSURANCE DOCUMENTS

29 1. The COI and endorsements shall be provided to COUNTY as follows:

30 a. Prior to or at the start-date time of, execution of this ~~AGREEMENT~~ 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 types as set forth in Subparagraph F. of this ~~AGREEMENT~~ Agreement.

34 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
35 in the Referenced Contract Provisions of this ~~AGREEMENT~~ 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 sole discretion to impose one or both of the following:

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

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

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

12 d. Notwithstanding the above, endorsements shall not be required in the case of self-
13 insurance.

14 4. 3. In no cases shall assurances by CONTRACTOR, its employees, agents, including
15 any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
16 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

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

21 VI. INSPECTIONS AND AUDITS

22 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
23 of the State of California, the Secretary of the United States Department of Health and Human Services,
24 the Comptroller General of the United States, or any other of their authorized representatives, shall have
25 access to any books, documents, and records, including but not limited to, financial statements, general
26 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
27 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
28 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
29 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
30 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
31 premises in which they are provided.

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

36 C. AUDIT RESPONSE

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

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

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

19 20 **VII. LICENSES AND LAWS**

21 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 22 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 23 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 24 required by the laws, regulations and requirements of the United States, the State of California,
 25 COUNTY, and all other applicable governmental agencies.

26 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

29 a. In the case of an individual contractor, his/her name, date of birth, social security
 30 number, and residence address;

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

34 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 35 state reporting requirements regarding its employees;

36 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 37 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

1 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
2 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
3 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
4 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
5 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
6 grounds for termination of this Agreement.

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

10 **VIII. NONDISCRIMINATION**

11 **A. EMPLOYMENT**

12 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
13 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
14 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
15 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during
16 the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
17 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
18 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,
19 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
20 mental disability.
21

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

26 3. CONTRACTOR shall not discriminate between employees with spouses and employees
27 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
28 the provision of benefits.

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

32 5. All solicitations or advertisements for employees placed by or on behalf of
33 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
34 for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex,
35 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
36 mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

37 6. Each labor union or representative of workers with which CONTRACTOR and/or

1 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 2 notice advising the labor union or workers' representative of the commitments under this
 3 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
 4 employees and applicants for employment.

5 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 6 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 7 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 8 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 9 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 10 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 11 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 12 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 13 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 14 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 15 limited to the following based on one or more of the factors identified above:

- 16 1. Denying a client or potential client any service, benefit, or accommodation.
- 17 2. Providing any service or benefit to a client which is different or is provided in a different
 18 manner or at a different time from that provided to other clients.
- 19 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 20 others receiving any service or benefit.
- 21 4. Treating a client differently from others in satisfying any admission requirement or
 22 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 23 any service or benefit.
- 24 5. Assignment of times or places for the provision of services.

25 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 26 through a written statement that CONTRACTOR and/or subcontractor's clients may file all complaints
 27 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 28 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101

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

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

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

13 **IX. NOTICES**

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

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

19 2. When faxed, transmission confirmed;

20 3. When sent by Email; or

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

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

27 C. Each party, including subcontractors, shall notify the other party, in writing, within twenty-four
 28 (24) hours of becoming aware of any occurrence of a serious nature which may expose either party or
 29 any of such other parties to liability. Such occurrences shall include, but not be limited to, accidents,
 30 injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of
 31 CONTRACTOR or any subcontractors.

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

34 **X. RECORDS MANAGEMENT AND MAINTENANCE**

35 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 36
 37

1 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
2 accordance with this Agreement and all applicable requirements.

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

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

11 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
12 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

13 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
14 preparation, and confidentiality of records related to participant, client and/or patient records are met at
15 all times.

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

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

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

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

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

28 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
29 or site visit.

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

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

34 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
35 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
36 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

37 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or

1 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
2 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

3 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
4 years following discharge of the participant, client and/or patient, with the exception of non-
5 emancipated minors for whom records must be kept for at least one (1) year after such minors have
6 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
7 longer.

8 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
9 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
10 CONTRACTOR.

11 L. CONTRACTOR may be required to retain all records involving litigation proceedings and
12 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

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

16 **XI. SEVERABILITY**

17
18 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
19 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
20 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
21
22 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
23 in full force and effect, and to that extent the provisions of this Agreement are severable.

24 **XII. STATUS OF CONTRACTOR**

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

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XIII. TERM

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

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

XIV. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ~~ninety (90)~~ forty-five (45) calendar ~~days~~ day's written notice given the other party.

B. ~~Unless otherwise specified in~~ CONTINGENT FUNDING

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

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon forty-five (45) calendar days written notice if given 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.~~

C. Upon termination, CONTRACTOR's and COUNTY's obligations pursuant to the Payments Paragraph of Exhibit A to this Agreement shall be adjusted to reflect the early termination. The termination of this Agreement under this paragraph or under the Term Paragraph of this Agreement shall not affect in any way the duties that, either party owes each party, pertaining to services provided during the term of this Agreement which would or could extend beyond the date this Agreement terminates.

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

XV. THIRD PARTY BENEFICIARY

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

XVI. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any

1 breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.
2 Waiver of any default or any breach shall not be considered a modification of the terms of this
3 Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County Of Orange,
2 State of California.

3
4 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

5
6
7 BY: _____ DATED: _____

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9 TITLE: _____

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12 BY: _____ DATED: _____

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14 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 CALIFORNIA CHILDREN'S SERVICES ELIGIBILITY TECHNICIAN SERVICES
 WITH
 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
 JULY 1, ~~2013~~2015 THROUGH JUNE 30, ~~2015~~2018

I. DEFINITIONS

A. Approved CCS Panel Status means a provider who has applied for panel membership, met established federal and state standards and been approved by the State Department of Health Services. A paneled provider agrees to comply with CCS procedures, accept the State Schedule of Maximum Allowances as payment in full and accept referrals without discrimination on the basis of race, religion or political beliefs.

B. California Children's Services Program (CCS) is a statewide, tax-supported program of specialized medical care and rehabilitation for disabled children whose families are unable to provide for all or part of their care.

C. CCS Medical Eligibility List means CCS medical eligibility Title 22 California Code of Regulations Chapter 3, Article 2.

D. Eligibility Technician means a COUNTY employee performing eligibility determination functions.

E. Full Time shall be equal to an average of forty (40) hours worked per week.

II. BUDGET

A. The following budget is set forth for informational purposes only, of the costs of providing the services hereunder.

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
Salaries	\$ 98,978 <u>107,130</u>	\$ 98,978 <u>108,737</u>	<u>110,368</u>
Benefits	32,457 <u>24,340</u>	35,978 <u>24,584</u>	<u>24,830</u>
Overhead	27,496 <u>29,430</u>	<u>29,724</u>	30,001 <u>021</u>
Mileage	0 <u>50</u>	100 <u>50</u>	<u>50</u>
Supplies	50	50	<u>50</u>
Small Office Equipment		<u>1,000</u>	<u>1,000</u>

1		<u>01,000</u>		
2	TOTAL:	<u>\$158,981</u>	<u>\$164,145</u>	<u>\$166,107</u>
3		<u>2,000</u>		<u>31</u>
4				<u>9</u>

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

7 **III. CONTRACTOR RESPONSIBILITIES**

8 A. The parties understand that CONTRACTOR intends to carry out the following responsibilities by
9 means of subcontracts with the University of California, Irvine Medical Center and at Children's Hospital
10 of Orange County hereinafter known as HOSPITAL. The parties may mutually agree, in writing, to add
11 or remove hospitals at any time during the term of this Agreement. CONTRACTOR shall provide
12 COUNTY with a copy of each subcontract relevant to this Agreement.

13 B. The parties agree that the goal of this Agreement is to obtain CCS program applications from one
14 hundred percent (100%) of all clients referred to CCS by HOSPITAL. Each HOSPITAL must, at a
15 minimum, obtain CCS program applications from an average of seventy-five percent (75%) of all clients
16 referred to CCS, based on a three-month rolling average. If any HOSPITAL fails to maintain this
17 performance standard, ADMINISTRATOR may, at its sole discretion, remove the Eligibility Technician
18 from that HOSPITAL's location upon thirty (30) calendar days' notice in writing to CONTRACTOR and
19 HOSPITAL.

20 C. CONTRACTOR shall require that HOSPITAL maintain Approved CCS Panel Status.

21 D. The parties agree that each Eligibility Technician shall average seventy-five (75) referrals per
22 month, based on a three-month rolling average. The maximum referrals for any one (1) Eligibility
23 Technician in a given month shall not exceed eighty-five (85). In the event such maximum is reached in a
24 given month, HOSPITAL shall refer any additional clients for that month to the central CCS office.

25 E. CONTRACTOR shall arrange for ~~adequate office space and equipment including, desk, filing
26 cabinet, locked storage, chairs, telephone, fax machine, calculator, supplies, and free parking for the
27 Eligibility Technicians.~~

28 ~~F. CONTRACTOR shall arrange for~~ interpreters to be used by the Eligibility Technicians when the
29 Eligibility Technicians reasonably determine that there is a need for an interpreter for any particular
30 patient.

31 G. CONTRACTOR shall arrange for adequate messenger service for delivery of financial evaluation
32 information to and from the CCS office at 200 Santa Ana Blvd., Suite 100, Santa Ana, California 92701,
33 or at another location specified by ADMINISTRATOR.

34 H. Only patients with a medical diagnosis included on the CCS Medical Eligibility List shall be
35 referred directly to the Eligibility Technicians. Residential and financial eligibility for all other patients
36 shall be determined at the central CCS office.

37 I. CONTRACTOR shall arrange for clerical support to follow-up on forms needed to complete the

1 CCS eligibility determination, photocopying (when an Eligibility Technician is off site or otherwise
2 unavailable) and other miscellaneous clerical duties as reasonably required.

3 **J.** CONTRACTOR shall arrange for the purchase, installation, maintenance, and replacement when
4 necessary of equipment required to interface with the CCS automated case management system for use by
5 the Eligibility Technicians. Equipment shall be compatible with the existing CCS system and shall
6 include the following:

- 7 1. Terminal as specified by ADMINISTRATOR;
- 8 2. Keyboard as specified by ADMINISTRATOR;
- 9 3. Modem capable of transmitting/receiving at baud rate specified by ADMINISTRATOR;
- 10 4. Letter quality printer; and
- 11 5. Ergonomic keyboard tray and chair.

12 **J. OFFICE REQUIREMENTS:**

13 1. Each participating hospital shall provide office space for the Eligibility Technicians assigned
14 to the hospital as follow, at no cost to COUNTY:

15 a. A minimum of one hundred ten (110) square feet of office space to accommodate
16 interviewing at their desks, with adequate privacy for confidentiality during client interviews; or

17 b. A minimum of one hundred ten (110) square feet of office space, which is in close
18 proximity to a conference room, or other suitable space, with adequate privacy for confidentiality during
19 client interviews.

20 c. Workspace that complies with all Federal and State disability regulations and laws.

21 2. Each participating hospital shall provide office equipment for the Eligibility Technicians
22 assigned to the hospital as follows, at no cost to COUNTY:

23 a. An ergonomically correct desk chair with arms, and a computer table/desk with an
24 adjustable height keyboard tray;

25 b. Two (2) letter size file cabinets, one with a lock to secure the Eligibility Technicians
26 belongings and client case records;

27 c. One (1) bookcase;

28 d. A data jack and at least one (1) or more telephone lines in the work space and additional
29 lines, as needed; and

30 3. Each participating hospital shall provide the Eligibility Technicians and CCS with at least
31 ninety (90) calendar days advance notice of any change to office space and/or equipment. HASC and
32 CCS may mutually agree in writing to modify the notice requirements as stated in this Paragraph.

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

35
36 **IV. COUNTY RESPONSIBILITIES**

37 A. COUNTY shall provide two (2) full-time Eligibility Technicians, one at each HOSPITAL.

1 Eligibility Technicians shall conduct financial evaluations that determine the residential and financial
2 eligibility of patients for the CCS program.

3 B. The Eligibility Technicians shall determine residential and financial eligibility for patients with
4 medical diagnoses included on the CCS Medical Eligibility List. Residential and financial eligibility for
5 all other patients will be determined by the central CCS office. This process is subject to evaluation and
6 may be modified upon written mutual agreement by ADMINISTRATOR and CONTRACTOR.

7 C. Financial evaluations to determine CCS eligibility shall be processed in accordance with all
8 applicable federal and state statutes, regulations, and guidelines.

9 D. COUNTY shall have sole responsibility for supervision of the Eligibility Technicians. The
10 Eligibility Technicians shall observe HOSPITAL's procedures with respect to patient care and facilities
11 and shall follow general safety rules.

12 E. At all times the Eligibility Technicians shall be considered employees of COUNTY. COUNTY
13 shall establish work hours for the Eligibility Technicians in accordance with applicable COUNTY rules
14 and regulations.

15 F. The Eligibility Technicians shall work full-time on site at HOSPITAL, at the work stations
16 determined by CONTRACTOR, exclusive of, but not limited to, planned vacations, COUNTY holidays,
17 sick leave, jury duty, COUNTY required meetings, personal emergencies including bereavement, and
18 disability leaves.

19 G. COUNTY shall not be obligated to provide a replacement Eligibility Technician in the event an
20 assigned worker is temporarily absent for any reason. COUNTY shall make a good faith effort to provide
21 a replacement Eligibility Technician in the event a position becomes vacant.

22 H. COUNTY may refuse to provide the Eligibility Technician services hereunder if adequate space,
23 equipment, supplies, clerical support, interpreters, parking and messenger service are not provided, or if
24 any material provision of this Agreement is breached by CONTRACTOR or HOSPITALS.

25 I. COUNTY shall provide to CONTRACTOR a monthly statistical recap of CCS financial
26 evaluations and dispositions resulting from HOSPITALS' referrals to the Eligibility Technicians.

27 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the County
28 Responsibilities Paragraph of this Exhibit A to the Agreement.

30 **V. ISSUE RESOLUTION**

31 A. Either party may give written notice to the other, setting forth in specific terms the existence and
32 nature of any unresolved matter or concern related to the purposes and obligations of this Agreement.
33 Each party shall have fifteen (15) business days following such notice to obtain resolution of any issue(s)
34 identified in this manner, provided, however, by mutual consent this period of time may be extended to
35 thirty (30) business days.

36 B. If the parties are unable to obtain resolution of the issue(s), they shall submit a joint written
37 statement describing the facts of the issue, within thirty-seven (37) business days after the written notice

1 described above, to the ADMINISTRATOR’s Director, and to CONTRACTOR’s Senior Vice President
2 for resolution. If the parties are unable to prepare a joint statement, ADMINISTRATOR and
3 CONTRACTOR shall submit separate statements to the Director and Senior Vice President within thirty-
4 seven (37) business days. The Director and Senior Vice President shall meet and make their best effort to
5 resolve the matter within thirty (30) business days following submission of the statements. Resolution of
6 the dispute, or lack thereof, by the Directors shall be documented in the form of written correspondence
7 exchanged by the Directors within ten (10) business days following their meeting.

8 **VI. PAYMENTS**

9 A. CONTRACTOR shall pay COUNTY for the actual costs of providing the services hereunder;
10 provided, however, the total of all payments to COUNTY may exceed the amount specified above by a
11 maximum of five percent (5%) of the final budget as determined in the Budget Paragraph of this Exhibit
12 A to the Agreement.

13 B. COUNTY shall invoice CONTRACTOR quarterly, in arrears. COUNTY shall make its best
14 efforts to invoice no later than forty-five (45) calendar days following the end of a quarter.
15 CONTRACTOR shall pay COUNTY no later than forty-five (45) calendar days following receipt of such
16 invoice. Quarterly payments are interim payments only, and are subject to reconciliation and final
17 settlement.

18 C. All billings by COUNTY shall be supported by source documentation including, but not limited
19 to, journals, time sheets, canceled checks, and records of services provided.

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