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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2014 through June 30, 2017

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

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

Period Three means the period from July 1, 2016 through June 30, 2017

**Aggregate Maximum Obligation:**

Period One Maximum Obligation: \$180,440

Period Two Maximum Obligation: 180,440

Period Three Maximum Obligation: 180,440

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$541,320

**Basis for Reimbursement:** Fee for Service

**Payment Method:** Fee for Service

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR:  
«NAME2»  
«ADDRESS»  
«CITYSTATEZIP»  
«ATTN»  
«E-MAIL»

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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:

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4	A. AES	Advanced Encryption Standard
5	B. ARRA	American Recovery and Reinvestment Act
6	C. ASRS	Alcohol and Drug Programs Reporting System
7	D. BCP	Business Continuity Plan
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CD/DVD	Compact Disc/Digital Video or Versatile Disc
11	H. CEO	County Executive Office
12	I. CFR	Code of Federal Regulations
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CHHS	California Health and Human Services Agency
15	L. CHS	Correctional Health Services
16	M. CIPA	California Information Practices Act
17	N. CMPPA	Computer Matching and Privacy Protection Act
18	O. COI	Certificate of Insurance
19	P. CSW	Clinical Social Worker
20	Q. D/MC	Drug/Medi-Cal
21	R. DHCS	Department of Health Care Services
22	S. DoD	Department of Defense
23	T. DPFS	Drug Program Fiscal Systems
24	U. DRP	Disaster-Recovery Plan
25	V. DRS	Designated Record Set
26	W E-Mail	Electronic Mail
27	X. EHR	Electronic Health Records
28	Y. ePHI	Electronic Protected Health Information
29	Z. FIPS	Federal Information Processing Standards
30	AA. FSP	Full Service Partnership
31	AB. GAAP	Generally Accepted Accounting Principles
32	AC. HCA	Health Care Agency
33	AD. HHS	Health and Human Services
34	AE. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
35		Law 104-191
36	AF. HSC	California Health and Safety Code
37	AG. ID	Identification

1	AH. IEA	Information Exchange Agreement
2	AI. ISO	Insurance Services Office
3	AJ. MHP	Mental Health Plan
4	AK. MHSA	Mental Health Services Act
5	AL. OCJS	Orange County Jail System
6	AM. OCPD	Orange County Probation Department
7	AN. OCR	Office for Civil Rights
8	AO. OCSD	Orange County Sheriff's Department
9	AP. OIG	Office of Inspector General
10	AQ. OMB	Office of Management and Budget
11	AR. OPM	Federal Office of Personnel Management
12	AS. PA DSS	Payment Application Data Security Standard
13	AT. PC	State of California Penal Code
14	AU. PCI DSS	Payment Card Industry Data Security Standard
15	AV. PHI	Protected Health Information
16	AW. PI	Personal Information
17	AX. PII	Personally Identifiable Information
18	AY. PRA	Public Record Act
19	AZ. SIR	Self-Insured Retention
20	BA. The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
21		
22	BB. USC	United States Code
23	BC. WIC	State of California Welfare and Institutions Code
24		

**II. ALTERATION OF TERMS**

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

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

**III. ASSIGNMENT OF DEBTS**

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of

1 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
2 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
3 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
4 said persons, shall be immediately given to COUNTY.

5  
6 **IV. COMPLIANCE**

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

9 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA  
10 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General  
11 Compliance Trainings.

12 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of  
13 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct  
14 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as  
15 described in subparagraphs below.

16 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;  
17 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award  
18 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's  
19 Compliance Program and Code of Conduct.

20 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
21 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures  
22 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.  
23 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program  
24 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to  
25 meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and  
26 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain  
27 all required elements.

28 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
29 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,  
30 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
31 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

32 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and  
33 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure  
34 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute  
35 grounds for termination of this Agreement as to the non-complying party.

36 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and  
37 procedures and screen all Covered Individuals employed or retained to provide services related to this

1 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.  
2 Screening shall be conducted against the General Services Administration's Excluded Parties List  
3 System or System for Award Management, the Health and Human Services/Office of Inspector General  
4 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider  
5 List and/or any other as identified by the ADMINISTRATOR.

6 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
7 provide health care items or services or who perform billing or coding functions on behalf of  
8 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
9 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
10 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
11 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
12 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
13 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
14 procedures.

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

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

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

21 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
22 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
23 Agreement.

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

30 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
31 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
32 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
33 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
34 Ineligible Person.

35 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
36 federal and state funded health care services by contract with COUNTY in the event that they are  
37 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.



1 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
2 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
3 business operations related to this Agreement.

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

11 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training  
12 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

19 4. Each Covered Individual attending training shall certify, in writing, attendance at  
20 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
21 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

22 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

23 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
24 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
25 and are consistent with federal, state and county laws and regulations.

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

28 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
29 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes  
30 which accurately describes the services provided and must ensure compliance with all billing and  
31 documentation requirements.

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

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

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**V. CONFIDENTIALITY**

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

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

**VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

5 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
6 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
7 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of  
8 CONTRACTOR at one time.

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

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

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

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

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

24  
25 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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**VIII. EXPENDITURE AND REVENUE REPORT**

A. No later than sixty (60) calendar days following termination of each period or fiscal year of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of this Agreement.

**IX. FACILITIES, PAYMENTS AND SERVICES**

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

**X. INDEMNIFICATION AND INSURANCE**

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

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

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

1 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this  
 2 Agreement, COUNTY may terminate this Agreement.

3 E. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer licensed to do business in  
 5 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.  
 6 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's  
 7 Key Rating Guide/Property-Casualty/United States or ambest.com)

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

11 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 12 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
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

31 G. REQUIRED COVERAGE FORMS

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

34 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,  
 35 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

36 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the  
 37 following endorsements, which shall accompany the COI:

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

4           2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance  
5 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and  
6 non-contributing.

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

10          J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
11 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
12 elected and appointed officials, officers, agents and employees.

13          K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days  
14 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This  
15 shall be evidenced by policy provisions or an endorsement separate from the COI.

16          L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
17 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

20          N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
21 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
22 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
23 adequately protect COUNTY.

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

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

32          **Q. SUBMISSION OF INSURANCE DOCUMENTS**

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

34           a. Prior to the start date of this Agreement.

35           b. No later than the expiration date for each policy.

36           c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
37 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

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

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

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

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

16 3. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
17 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid  
18 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.  
19

20 **XI. INSPECTIONS AND AUDITS**

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

31 1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the  
32 following:

33 a. Level and quality of care, including the necessity and appropriateness of the services  
34 provided.

35 b. Internal procedures for assuring efficiency, economy, and quality of care.

36 c. Compliance with COUNTY Client Grievances Procedures.

37 d. Financial records when determined necessary to protect public funds.





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

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

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

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

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

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

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

22 1. ARRA of 2009.

23 2. State of California, Department of Social Services, Community Care Licensing Division  
24 requirements for Group Homes.

25 3. 42 USC §§ 3601-3619, the Fair Housing Act.

26 4. U.S. Department of Housing and Urban Development.

27  
28 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

12  
13 **XIV. MAXIMUM OBLIGATION**

14 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
15 agreements for Short Term Housing Services during Period One, Period Two and Period Three are as  
16 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with  
17 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation  
18 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a  
19 fraction of these Aggregate Maximum Obligations.

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

22  
23 **XV. NONDISCRIMINATION**

24 **A. EMPLOYMENT**

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
26 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic  
27 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40  
28 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during  
29 the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its  
30 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
31 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,  
32 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or  
33 mental disability.

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

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

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

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

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

17 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
18 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
19 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
20 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability  
21 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -  
22 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975  
23 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of  
24 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,  
25 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or  
26 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not  
27 limited to the following based on one or more of the factors identified above:

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

37 //

1 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
2 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints  
3 alleging discrimination in the delivery of services with CONTRACTOR , subcontractor, and  
4 ADMINISTRATOR or COUNTY’s Patient’s Rights Office.

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

9 a. COUNTY shall establish a formal resolution and grievance process in the event  
10 informal processes do not yield a resolution.

11 b. Throughout the problem resolution and grievance process, client rights shall be  
12 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be  
13 informed of their right to access the Patients’ Rights Office at any time.

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

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

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

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

## 31 **XVI. NOTICES**

32 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
33 authorized or required by this Agreement shall be effective:  
34

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



1 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
2 Notification of Death Paragraph.

3  
4 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

12  
13 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

33 G. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
34 billings, and revenues available at one (1) location within the limits of the County of Orange.

35 H. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
36 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or  
37 //

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
2 maintained by or for a covered entity that is:

- 3 1. The medical records and billing records about individuals maintained by or for a covered  
4 health care provider;
- 5 2. The enrollment, payment, claims adjudication, and case or medical management record  
6 systems maintained by or for a health plan; or
- 7 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 11 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
12 or site visit.
- 13 2. Provide auditor or other authorized individuals access to documents via a computer  
14 terminal.
- 15 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
16 requested.

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

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

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

28 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
29 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
30 CONTRACTOR.

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

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

36 //

37 //

**XX. RESEARCH AND PUBLICATION**

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

**XXI. REVENUE**

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

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

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

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

**XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that



1 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
2 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
3 Wage.

4 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
5 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
6 pursuant to providing services pursuant to this Agreement.

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

11  
12 **XXIII. SEVERABILITY**

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

18  
19 **XXIV. SPECIAL PROVISIONS**

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

- 22 1. Making cash payments to intended recipients of services through this Agreement.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
25 use of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
28 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 29 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
30 services.
- 31 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
32 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
33 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  
36 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 37 8. Severance pay for separating employees.

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

3 10. Supplanting current funding for existing services.

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

6 1. Funding travel or training (excluding mileage or parking).

7 2. Making phone calls outside of the local area unless documented to be directly for the  
8 purpose of client care.

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

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

12  
13 **XXV. STATUS OF CONTRACTOR**

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

25  
26 **XXVI. TERM**

27 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
28 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference  
29 Contract Provisions of this Agreement or the execution date, whichever is later. This specific  
30 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless  
31 otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall  
32 be obligated to perform such duties as would normally extend beyond this term, including but not  
33 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

36 //

37 //

**XXVII. TERMINATION**

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

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

**D. 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 suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

1 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
2 above, CONTRACTOR shall do the following:

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

5 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
6 performance during the remaining contract term.

7 3. Until the date of termination, continue to provide the same level of service required by this  
8 Agreement.

9 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
10 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
11 orderly transfer.

12 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
13 client's best interests.

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

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

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

24 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
25 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
26

27 **XXVIII. THIRD PARTY BENEFICIARY**

28 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
29 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
30 Agreement.  
31

32 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

3 «NAME1»  
4

5 BY: \_\_\_\_\_  
6

DATED: \_\_\_\_\_  
7

8 TITLE: \_\_\_\_\_  
9

10 BY: \_\_\_\_\_  
11

DATED: \_\_\_\_\_  
12

13 TITLE: \_\_\_\_\_  
14

15  
16 COUNTY OF ORANGE  
17

18  
19 BY: \_\_\_\_\_  
20

DATED: \_\_\_\_\_  
21

HEALTH CARE AGENCY  
22

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

28  
29 BY:  \_\_\_\_\_  
30

DATED: <sup>ms</sup> ~~3~~ 4/2/14 \_\_\_\_\_  
31

DEPUTY  
32  
33  
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  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors  
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
SHORT TERM HOUSING SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«NAME1»  
JULY 1, 2014 THROUGH JUNE 30, 2017

**I. COMMON TERMS AND DEFINITIONS**

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

2. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the FSP Programs.

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

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

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

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

4. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Consumers and of available resources and advocacy through a process of casework activities in order to achieve the best

1 possible resolution to individual needs in the most effective way possible. This includes supportive  
2 assistance to the Consumer in the assessment, determination of need and securing of adequate and  
3 appropriate living arrangements.

4 5. Client or Consumer means an individual, referred by COUNTY or enrolled in  
5 CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

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

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

13 8. FSP

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

- 23 1) Crisis management;
- 24 2) Housing Services;
- 25 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case  
26 management;
- 27 4) Community-based Wraparound Recovery Services;
- 28 5) Vocational and Educational services;
- 29 6) Job Coaching/Developing;
- 30 7) Consumer employment;
- 31 8) Money management/Representative Payee support;
- 32 9) Flexible Fund account for immediate needs;
- 33 10) Transportation;
- 34 11) Illness education and self-management;
- 35 12) Medication Support;
- 36 13) Co-occurring Services;
- 37 14) Linkage to financial benefits/entitlements;

1 15) Family and Peer Support; and

2 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

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

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

31 c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment  
32 programs, consumers receive combined treatment for mental illnesses and substance use disorders from  
33 the same practitioner or treatment team.

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

37 //



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

8 f. Rehabilitation Service means an activity which includes assistance in improving,  
9 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,  
10 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources  
11 and/or medication education.

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

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

21 12. MHSA means the law that provides funding for expanded community Mental Health  
22 Services. It is also known as "Proposition 63."

23 13. PSC means an individual who will be part of a multi-disciplinary team that will provide  
24 community based Mental Health Services to adults that are struggling with persistent and severe mental  
25 illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for  
26 clinical care and case management of assigned Consumer and families in a community, home, or  
27 program setting. This includes assisting Consumers with mental health, housing, vocational and  
28 educational needs. The position is also responsible for administrative and clinical documentation as  
29 well as participating in trainings and team meetings. The PSC shall be active in supporting and  
30 implementing the program's philosophy and its individualized, strength-based, culturally/linguistically  
31 competent and Consumer-centered approach.

32 14. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in  
33 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
34 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC Section  
35 575.2. The waiver may not exceed five (5) years.

36 15. Psychiatrist means an individual who meets the minimum professional and licensure  
37 requirements set forth in CCR, Title 9, Section 623.

1 16. Psychologist means an individual who meets the minimum professional and licensure  
2 requirements set forth in CCR, Title 9, Section 624.

3 17. Referral means providing the effective linkage of a Consumer to another service, when  
4 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
5 made contact with the referred service.

6 18. Bed Day means one calendar day of daily shelter and one hot evening meal and other  
7 services to ADMINISTRATOR referred homeless, mentally ill Consumers.

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

10  
11 **II. PAYMENTS**

12 A. For all services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR  
13 monthly, in arrears at the rate of \$«BD\_ARREARS» per person per bed day and in accordance with  
14 WIC, Section 4075. Reimbursement shall be based upon bed days authorized by ADMINISTRATOR,  
15 the total of all such payments to CONTRACTOR during Period One, Period Two and Period Three shall  
16 not exceed the Aggregate Maximum Obligation for each Period as specified in the Referenced Contract  
17 Provisions of the Agreement. Reimbursement shall be made only for services provided to Consumers  
18 who are approved by ADMINISTRATOR as eligible to receive Short Term Housing Services.

19 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR  
20 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)  
21 day of the month. Invoices received after the due date may not be paid within the same month.  
22 Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar  
23 days after receipt of the correctly completed invoice.

24 C. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
25 with any provision of the Agreement.

26 D. CONTRACTOR's invoices shall be supported, at CONTRACTOR'S facility, by source  
27 documentation including an invoice record for each Consumer bed day billed to the  
28 ADMINISTRATOR.

29 E. ADMINISTRATOR shall not reimburse CONTRACTOR for services provided beyond the  
30 expiration and/or termination of this Agreement, except as may otherwise be provided for under this  
31 Agreement, or specifically agreed upon in a subsequent Agreement.

32 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the  
33 Payments Paragraph of this Exhibit A to the Agreement.

34  
35 **III. REPORTS**

36 A. PROGRAMMATIC – CONTRACTOR shall submit weekly and monthly census reports to  
37 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,

1 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR  
2 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will  
3 be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for  
4 CONTRACTOR to respond to request.

5 B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably  
6 required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the duties and  
7 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least  
8 thirty (30) calendar days notice if such additional reports are required, and shall explain any procedures  
9 for reporting the required information.

10 C. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a  
11 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special  
12 incidents shall include, but are not limited to, Consumer's suicide or attempted suicide, elopement or  
13 absence without leave, serious injury, death, criminal behavior including arrests with or without  
14 conviction, positive test results for substance abuse from urine screenings, or any other incident which  
15 may expose COUNTY or CONTRACTOR to liability.

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

18  
19 **IV. SERVICES**

20 **A. FACILITY**

21 1. CONTRACTOR shall provide a Short Term Housing facility located at the following  
22 address:

23  
24 «NAME2»

25 «SVC\_ADDR»

26 «SVC\_CSZ»  
27

28 2. CONTRACTOR shall maintain the Short Term Housing facility as an alcohol and drug-  
29 free, supervised living environment. CONTRACTOR must ensure that the facility is in safe and  
30 sanitary condition at all times and includes, at minimum, the following:

- 31 a. Separate and safe same sex sleeping quarters, as well as separate beds for each  
32 Consumer;
- 33 b. Lounge area for all Consumers;
- 34 c. No more than six (6) residents per bathroom.

35 B. PERSONS SERVED - CONTRACTOR shall provide Short Term Housing Services on a  
36 temporary and/or emergency basis for indigent Consumers eighteen (18) years of age and older, who are  
37 diagnosed with a serious and persistent mental illness or a serious psychiatric diagnosis and who may

1 also have co-morbid substance abuse disorder, and who are receiving services from a COUNTY clinic  
2 or a COUNTY contracted mental health program (excluding FSPs), and are homeless and without  
3 funding to secure housing. Short Term Housing Services are limited to a maximum stay of one hundred  
4 twenty (120) days while permanent housing is established for the Consumer. Consumers served under  
5 the Agreement must be referred and approved for admission to the program by the ADMINISTRATOR.

6 C. SERVICES PROVIDED

7 1. CONTRACTOR shall provide supervision and other services during regularly scheduled  
8 service hours, seven (7) days per week, twenty-four (24) hours per day throughout the year. Overnight  
9 supervision will require one staff member per site.

10 2. CONTRACTOR shall provide Consumers with one (1) nutritiously balanced evening meal  
11 per day.

12 3. CONTRACTOR shall provide laundry facilities including supplies such as detergent,  
13 bleach, and softening products, for Consumers.

14 4. CONTRACTOR shall provide toilet tissue, soap, shampoo, sanitary, and toiletry articles  
15 appropriate to the health and grooming needs of Consumers.

16 5. CONTRACTOR shall comply with the ADMINISTRATOR's written policies regarding  
17 admissions and discharges of Consumers including maintaining the confidentiality of any and all  
18 Consumers' information and records which may be obtained in the course of providing services.

19 6. CONTRACTOR shall collaborate with the ADMINISTRATOR in meeting the specialized  
20 needs of mentally disabled adults, as specified in the Consumer's housing plan.

21 7. CONTRACTOR shall encourage Consumers to take increasing responsibility for their own  
22 treatment by supporting the goal(s) identified in the housing plan developed by the Consumer in  
23 conjunction with the ADMINISTRATOR or Care Coordinators.

24 8. CONTRACTOR shall encourage Consumers to use leisure time in a constructive manner,  
25 and to maintain adequate grooming.

26 9. CONTRACTOR shall assist Consumers to engage in appropriate social relationship  
27 behaviors, such as appropriate communication with others.

28 10. CONTRACTOR shall educate Consumers in becoming responsible in self-management,  
29 storage of prescribed medication and participation in treatment.

30 11. CONTRACTOR shall educate Consumers in the responsibility for daily household duties,  
31 which may include food preparation, house cleaning, and basic household operations. Residents are  
32 required to complete one household task per day.

33 12. CONTRACTOR shall maintain copies of the shelter referral and updates in the Consumers'  
34 records.

35 13. CONTRACTOR shall participate with ADMINISTRATOR in meetings and relevant  
36 trainings.

37 //

1 14. CONTRACTOR shall establish a written Housing Resource Guide for standards of conduct  
2 for all Consumers.

3 15. CONTRACTOR shall establish a written smoking policy.

4 16. CONTRACTOR shall establish a written visitation policy that includes:

- 5 a. Sign-in logs;
- 6 b. Visitation hours; and
- 7 c. Designated visiting areas at the facility.

8 17. CONTRACTOR shall establish a written Good Neighbor Policy that includes, but is not  
9 limited to the following:

- 10 a. Training of staff on how to manage neighbor complaints; and
- 11 b. Neighbor complaint procedures.

12 18. CONTRACTOR shall maintain a daily roster of Consumers that includes:

- 13 a. Names of current shelter Consumers and date of entry;
- 14 b. Names of Consumers exiting from shelter during the previous twenty-four (24) hours,  
15 and reason for exit; and
- 16 c. Significant information about Consumers' condition and/or status, such as:
  - 17 1) Mental or physical health;
  - 18 2) Observed behavior;
  - 19 3) Medication use;
  - 20 4) Compliance with facility rules;
  - 21 5) Job search activity;
  - 22 6) Application for benefits;
  - 23 7) Income received;
  - 24 8) Substance use; and
  - 25 9) Disposition of Consumer's housing information upon discharge.

26 19. CONTRACTOR shall provide staff training on how to de-escalate conflicts between  
27 residents before they become serious, and know what resources are appropriate and available and how to  
28 access them in the event of a psychiatric or other emergency.

29 D. PERFORMANCE OUTCOMES – CONTRACTOR shall ensure that a minimum of twenty-five  
30 percent (25%) of homeless, mentally ill Consumers placed in their short term housing facility will move  
31 to transitional or permanent housing.

32 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
33 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
34 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
35 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
36 institution, or religious belief.

37 //

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

3  
4 **V. STAFFING**

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

- 10 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 11 to this program;
- 12 2. Maximize the use of the allocated funds;
- 13 3. Ensure timely and accurate reporting of weekly and monthly reports;
- 14 4. Maintain appropriate staffing levels;
- 15 5. Effectively communicate and monitor the program for its success;
- 16 6. Maintain electronic and telephone communication between key staff and the Contract and
- 17 Program Administrators; and
- 18 7. Act quickly to identify and solve problems.

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

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
SHORT TERM HOUSING SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«NAME1»  
JULY 1, 2014 THROUGH JUNE 30, 2017

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed  
2 pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
5 manage the selection, development, implementation, and maintenance of security measures to protect  
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection  
7 of that information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //



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

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
12 160.103.

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
16 his or her designee.

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

22 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
23 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
25 45 CFR § 160.103.

26 16. "Technical Safeguards" means the technology and the policy and procedures for its use that  
27 protect electronic PHI and control access to it.

28 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
29 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
30 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
31 HHS Web site.

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
33 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

5 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
6 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
7 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
2 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR  
12 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
14 CONTRACTOR shall develop and maintain a written information privacy and security program that  
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
16 CONTRACTOR's operations and the nature and scope of its activities.

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
18 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
20 current and updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
22 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
25 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

26 a. Complying with all of the data system security precautions listed under subparagraphs  
27 E, below;

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
2 COUNTY.

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

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

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

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

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

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

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

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

4 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
5 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
6 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
7 COUNTY must have at least an annual system risk assessment/security review which provides  
8 assurance that administrative, physical, and technical controls are functioning effectively and providing  
9 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

17 4. Business Continuity/Disaster Recovery Control

18 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
19 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
21 COUNTY kept in an electronic format in the event of an emergency. Emergency means any  
22 circumstance or situation that causes normal computer operations to become unavailable for use in  
23 performing the work required under this Agreement for more than 24 hours.

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

30 5. Paper Document Controls

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

37 //



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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
34 notification within 24 hours of the oral notification.

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

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

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

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

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

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

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

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

16           4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
18 COUNTY.

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

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

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

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

36           9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,  
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

4 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
5 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
6 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
7 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

13 1) The Disclosure is required by law; or

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

19 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
20 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
21 CONTRACTOR.

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

24 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
25 consistent with the minimum necessary policies and procedures of COUNTY.

26 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
27 required by law.

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
37 17935(d)(2).

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within (30) calendar or business days, provided termination of the Agreement is feasible.

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
SHORT TERM HOUSING SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«NAME1»  
JULY 1, 2014 THROUGH JUNE 30, 2017

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

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

A. DEFINITIONS

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

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

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

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

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of

1 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
2 participation with respect to health care providers participating in the program, and statutes or  
3 regulations that require the production of information, including statutes or regulations that require such  
4 information if payment is sought under a government program providing public benefits.

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

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