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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

~~Term: Period 1: July 1, 2018 through December 31, 2018~~
~~Period 2: January 1, 2019 through December 31, 2019~~
~~Period 2: January 1, 2020 through December 31, 2020~~

Term: Period 1: July 1, 2018 through December 31, 2018
Period 2: January 1, 2019 through December 31, 2019
Period 3: January 1, 2020 through December 31, 2020

~~Maximum Obligation: Period 1: \$200,000~~
~~Period 2: \$200,000~~
~~Period 3: \$200,000~~
~~Total: \$600,000~~

Maximum Obligation:

Period One Maximum Obligation:	\$200,000
Period Two Maximum Obligation:	250,000
Period Three Maximum Obligation:	250,000
Total Maximum Obligation:	\$700,000

~~Basis for Reimbursement: Actual Cost~~ **Basis for Reimbursement: Negotiated Rate**

~~Payment Method: Monthly in Arrears~~ **Payment Method: Fee-For-Service Upon Completion**

CONTRACTOR DUNS Number:

CONTRACTOR TAX ID Number:

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: St. Jeanne De Lestonnac Free Clinic
Attention: Ed Gerber, Executive Director

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1215 East Chapman Ave.
Orange, CA 92866
egerber@lestonnacfreeclinic.org

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I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

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

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

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

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

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.

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

5 6 **III. ASSIGNMENT OF DEBTS**

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

14 15 **IV. COMPLIANCE**

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

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

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

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

35 3. If CONTRACTOR does not provide proof of its own Compliance program to
 36 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
 37 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the

1 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
 2 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
 3 and Code of Conduct.

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

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

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

29 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
 30 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
 31 health care items or services or who perform billing or coding functions on behalf of
 32 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 33 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 34 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 35 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 36 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 37 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and

1 | procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
2 | procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

36 | C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
37 | Compliance Training available to Covered Individuals.

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

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

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

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

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

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

16 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 17 Individuals relative to this Agreement.

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

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

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

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

27 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

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

13 **V. CONFIDENTIALITY**

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

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

24 **VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

32 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
33 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
34 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
35 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
36
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1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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1 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

11
12 ~~**VIII. EXPENDITURE AND REVENUE REPORT**~~

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

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

19
20 **VIII~~X~~. FACILITIES, PAYMENTS AND SERVICES**

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

26
27 **IX~~X~~. INDEMNIFICATION AND INSURANCE**

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

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

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

17 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 18 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 19 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
 20 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 21 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
 22 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

32 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII
 33 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
 34 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
 35 this Agreement.

36 //

37 //

1 F. QUALIFIED INSURER

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

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

10 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
11 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

27 H. REQUIRED COVERAGE FORMS

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

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

32 I. REQUIRED ENDORSEMENTS

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

35 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
36 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
37 //

1 agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 2 **WRITTEN AGREEMENT.**

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

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

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

13 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
 14 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
 15 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
 16 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
 17 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 COIs and endorsements with COUNTY
 26 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
 27 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
 28 Agreement by COUNTY.

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 G, above.

1 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
2 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
3 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

11 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
12 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
13 may be required during the term of this Agreement.

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

18 **XIX. LICENSES AND LAWS**

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

27 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

35 c. A certification that CONTRACTOR has fully complied with all applicable federal and
36 state reporting requirements regarding its employees;
37

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

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

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

12 **XII~~XIII~~. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

33 **XIII~~XIV~~. MAXIMUM OBLIGATION**

34 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
35 as specified in the Referenced Contract Provisions of this Agreement.
36
37

XIV~~XV~~. MINIMUM WAGE LAWS

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

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

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

XV~~XVI~~. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

27 ~~XVIXVII.~~ NOTICES

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 36 Service, or any other expedited delivery service.
 37

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

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

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

11
12 **XVII~~XVIII~~. NOTIFICATION OF DEATH**

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

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

18 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
19 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
20 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for
21 purposes of computing the time within which to give telephone notice and, notwithstanding the time
22 limit herein specified, notice need only be given during normal business hours.

23 2. WRITTEN NOTIFICATION

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

27 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
28 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
29 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
30 pursuant to this Agreement.

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

35 //
36 //
37 //

XVIII~~XIX~~. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XIX~~XX~~. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.

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

XX~~XXI~~. RESEARCH AND PUBLICATION

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

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XXI~~XXII~~. SEVERABILITY

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

XXII~~XXIII~~. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

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XXIII~~XXIV~~. STATUS OF CONTRACTOR

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

XXIV~~XXV~~. TERM

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

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

XXV~~XXVI~~. 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.

//

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

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

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

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

11 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13
14 **XXVI~~XXVII~~. THIRD PARTY BENEFICIARY**

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

18
19 **XXVII~~XXVIII~~. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 ST. JEANNE DE LESTONNAC FREE CLINIC DBA LESTONNAC FREE CLINIC

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ 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: _____ DATED: _____

30 DEPUTY

31
32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 WHOLE PERSON CARE PROGRAM SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ST. JEANNE DE LESTONNAC FREE CLINIC
 8 DBA
 9 LESTONNAC FREE CLINIC
 10 JULY 1, 2018 THROUGH DECEMBER 31, 2020

11 **I. DEFINITIONS**

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

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

17 B. “CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-Cal
18 Program in Orange County.

19 C. “Homeless Management Information System” or “HMIS” means the regional (Orange County)
20 database of clients and services providers that track service needs and usage for homeless and those at
21 risk of becoming homeless.

22 D. “Intermediary” means the organization, under a separate agreement, and any amendments
23 thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing
24 CONTRACTOR for Recuperative Care Services.

25 E. “Recuperative Care” or “Medical Respite Care” means short-term care and case management
26 provided to individuals recovering from an acute illness or injury that generally does not necessitate
27 hospitalization, but would be exacerbated by the individuals’ living conditions (e.g., street, shelter, or
28 other unsuitable places).

29 F. “Special Terms and Conditions” or “STCs” means the document (Number 11-W-00193/9),
30 issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the
31 conditions and limitations on the State’s 1115(a) Medicaid Demonstration Waiver, known as “Medi-Cal
32 2020.” The document describes in detail the nature, character and extent of CMS involvement in the
33 Waiver and the State’s obligations to CMS. The Parties acknowledge that requirements in the STCs,
34 including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be
35 deemed as COUNTY’s obligation to the State.
36 //

1 G. “Whole Person Care Pilot Program” or “WPC Pilot” or “WPC Program” means the specific
 2 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications
 3 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which
 4 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who
 5 have been identified as high users of multiple systems and continue to have poor health outcomes.

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

10 I. “WPC CalOptima Recuperative Care Agreement” means the Agreement between the COUNTY
 11 and CalOptima for reimbursement of recuperative care bed days.

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

15 K. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the
 16 WPC Program and has been identified as being homeless. For the purposes of the WPC Pilot, “being
 17 homeless” describes individuals or families who:

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

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

32 M. “WPC Steering Committee” means an advisory committee established in accordance with a
 33 directive from COUNTY’s Board of Supervisors to provide high level support, advocacy, and
 34 enablement for the WPC Pilot Project.

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II. PAYMENTS

~~A. COUNTY shall pay CONTRACTOR at the following rates per level of service as specified below;~~

~~1. PROVIDER shall be compensated \$50,000 per each WPC provider recruited who will accept social services referrals as part of CONTRACTOR’s Community Referral System as supported by Whole Person Care.~~

~~2. Maximum obligation per Period is \$200,000.~~

~~3. Evidence of referrals added should be included with the submission of the invoice. The County will assist Lestonnac in identifying possible referral sources, if requested.~~

“A. COUNTY shall pay CONTRACTOR at the following rates as specified below:
1. PROVIDER shall be compensated \$50,000 per each WPC provider recruited who will accept social services referrals as part of CONTRACTOR’s Community Referral System as supported by Whole Person Care.
2. Evidence of referrals added shall be included with the programmatic report submission at the time of submission of billing.
3. The County will assist Lestonnac in identifying possible referral sources, if requested.”

B. CONTRACTOR’s billings to COUNTY shall be on a form approved or provided by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

~~C. Billings are due by the tenth (10th) working day of each month, and payment to CONTRACTOR should be released by COUNTY no later than twenty one (21) calendar days after receipt of the correctly completed billing form.~~

“C. Billings are due upon completion of WPC provider recruitments as specified in subparagraph II.A. above, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form.

D. CONTRACTOR agrees that all billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of service provided.

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

F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as any otherwise be provided under the Agreement.

III. CONTRACTOR OBLIGATIONS

A. CONTRACTOR agrees that the overarching goal of the WPC Pilot Program is the coordination of health, behavioral health, and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources.

~~B. PROVIDER shall recruit and add up to (4) WPC providers each calendar year who will accept social services referrals.~~

“B. PROVIDER shall recruit and add up to the following WPC providers per Period who will accept social services referrals:

- 1. Period One – four (4)
- 2. Period Two – five (5)
- 3. Period Three – five (5)”

C. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, monthly programmatic reports concerning CONTRACTOR’s activities as they relate to the Agreement.

D. CONTRACTOR submit, on forms provided or approved by ADMINISTRATOR, any additional information not already included in the quarterly programmatic reports, as requested by ADMINISTRATOR or DHCS, concerning CONTRACTOR’s activities as they relate to the Agreement. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond, unless deadlines imposed by DHCS dictate otherwise.

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