

JULY 1, 2017 THROUGH DECEMBER 31, 2020

WITNESSETH:

WHEREAS, California's Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services on December 30, 2015 and included funding for a Whole Person Care (WPC) Pilot Program; and,

WHEREAS, COUNTY agreed to act as the Lead Entity and submitted a WPC Pilot Application which was accepted by DHCS on October 24, 2016 and,

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of certain administrative support functions to the WPC Pilot Program described herein; and,

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

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2017 through December 31, 2020

Period One means the period from July 1, 2017 through December 31, 2017

Period Two means the period from January 1, 2018 through December 31, 2018

Period Three means the period from January 1, 2019 through December 31, 2019

Period Four means the period from January 1, 2020 through December 31, 2020

Maximum Obligation: \$809,200

Period One Maximum Obligation: \$304,600

Period Two Maximum Obligation: 304,600

Period Three Maximum Obligation: 100,000

Period Four Maximum Obligation: 100,000

TOTAL MAXIMUM OBLIGATION: \$809,200

Basis for Reimbursement: Negotiated Amount**Payment Method:** Negotiated Amount**CONTRACTOR DUNS Number:** 84-931-7391**CONTRACTOR TAX ID Number:** 33-0599891**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: CalOptima
 505 City Parkway West
 Orange, CA 92868
 Director of Contracting

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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:

AA	Alcoholics Anonymous
AB	Assembly Bill 109, 2011 Public Safety Realignment
ABC	Allied Behavioral Care
ACH	Acute Care Hospital
ADAS	Alcohol and Drug Abuse Services
ADL	Activities of Daily Living
ADP	Alcohol and Drug Program
AES	Advanced Encryption Standard
AFLP	Adolescent Family Life Program
AIDS	Acquired Immune Deficiency Syndrome
AIM	Access for Infants and Mothers
AMHS	Adult Mental Health Services
ARRA	American Recovery and Reinvestment Act of 2009
ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
ASI	Addiction Severity Index
ASIST	Applied Suicide Intervention Skills Training
ASO	Administrative Services Organization
ASRS	Alcohol and Drug Programs Reporting System
BBS	Board of Behavioral Sciences
BCP	Business Continuity Plan
BH	Base Hospital
BHS	Behavioral Health Services
CalOMS	California Outcomes Measurement System
CalWORKs	California Work Opportunity and Responsibility for Kids
CAP	Corrective Action Plan
CAT	Centralized Assessment Team
CCC	California Civil Code
CCLD	(California) Community Care Licensing Division
CCR	California Code of Regulations
CDCR	California Department of Corrections and Rehabilitation
CDSS	California Department of Social Services
CERC	Children's Emergency Receiving Center
CESI	Client Evaluation of Self at Intake
CEST	Client Evaluation of Self and Treatment

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

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

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

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

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

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

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

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

3. If CONTRACTOR does not provide proof of its own Compliance Program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall

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

11 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 12 CONTRACTOR's Compliance Program, Code of Conduct and any Compliance related policies and
 13 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 14 relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of
 15 Conduct, related policies and procedures and contact information for the ADMINISTRATOR's
 16 Compliance Program.

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

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

34 2. An Ineligible Person shall be any individual or entity who:
 35 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 36 federal and state health care programs; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. CONFIDENTIALITY

A. CONTRACTOR and COUNTY 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's governing body or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

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

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

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

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

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

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

VI. EMPLOYEE ELIGIBILITY VERIFICATION

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

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

5 6 **VII. FACILITIES, PAYMENTS AND SERVICES**

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

12 13 **VIII. INDEMNIFICATION AND INSURANCE**

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

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

31 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
32 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
33 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
34 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
35 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
36 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
37 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of

insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

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

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

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

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

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

M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

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

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

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement by COUNTY.

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

R. SUBMISSION OF INSURANCE DOCUMENTS

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

- a. No later than fifteen (15) days after the start date of this Agreement.
- b. Within thirty (30) days of the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

IX. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

1 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

16 17 **X. . LICENSES AND LAWS**

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

23 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

35 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
36 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
37 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

1 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
 2 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 3 grounds for termination of this Agreement.

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

7 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

9 A. Administrator and Contractor agree that the use of the other party's trademarks, logos, or
 10 written materials, is prohibited without prior written approval of that party. Any written information or
 11 literature, including educational or promotional materials, distributed by CONTRACTOR to any person
 12 or organization for purposes directly or indirectly related to this Agreement must be approved at least
 13 ten (10) days in advance and in writing by ADMINISTRATOR before distribution the contractors,
 14 and/or subcontractors of CONTRACTOR. For the purposes of this Agreement, distribution of written
 15 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 16 and electronic media such as the Internet.

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

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

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

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

34 **XII. MAXIMUM OBLIGATION**

35 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 36 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
 37 specified in the Referenced Contract Provisions of this Agreement.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, and Period Four Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.

XIII. 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.

XIV. 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

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1 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
2 for training, including apprenticeship.

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

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

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

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

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

33 1. Denying a client or potential client any service, benefit, or accommodation.

34 2. Providing any service or benefit to a client which is different or is provided in a different
35 manner or at a different time from that provided to other clients.

36 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
37 others receiving any service or benefit.

1 4. Treating a client differently from others in satisfying any admission requirement or
 2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 3 any service or benefit.

4 5. Assignment of times or places for the provision of services.

5 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 6 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all
 7 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 8 ADMINISTRATOR.

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

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

15 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 16 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 17 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 18 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 19 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 20 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 21 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 32 **XV. NOTICES**

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

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;

2. When faxed, transmission confirmed;
 3. When sent by Email; or
 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

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

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

XVI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related

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

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

5 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
6 whole or in 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 directly related to this Agreement. The notification must
10 include the date, time, duration, location and purpose of the public event or meeting. Any promotional
11 materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

12 13 **XVIII. 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 ensure appropriate financial records related to cost reporting,
18 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

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

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

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

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

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XIX. 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.

XX. SEVERABILITY

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

XXI. 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).

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

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

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

6 7 **XXII. STATUS OF CONTRACTOR**

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

19 20 **XXIII. TERM**

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

27 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
28 weekend or holiday, or after normal business hours, may be performed on the next regular business day.

29 30 **XXIV. TERMINATION**

31 A. Either party may terminate this Agreement, without cause, upon ninety (90), calendar days'
32 written notice given the other party.

33 B. Unless otherwise specified in this Agreement, either party may terminate this Agreement upon
34 thirty (30) calendar days' written notice if the other party fails to perform any of the terms of this
35 Agreement. The party receiving notice shall be allowed a cure period of thirty (30) calendar days. In
36 the event that the default is not cured within the thirty (30) day timeframe, the Agreement may be
37 terminated immediately following such thirty (30) day period.

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

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

17 D. CONTINGENT FUNDING

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

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

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

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
34 is consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
36 performance during the remaining contract term.

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

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

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

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

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

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

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

XXV. THIRD PARTY BENEFICIARY

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

XXVI. WAIVER OF DEFAULT OR BREACH

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

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

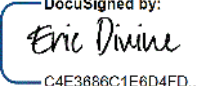
3 CALOPTIMA
4
5

6 BY: _____ DATED: _____
7 LADAN KHAMSEH
8 CHIEF OPERATING OFFICER
9

10
11
12
13 COUNTY OF ORANGE
14

15 BY: _____ DATED: _____
16 HEALTH CARE AGENCY
17

18 APPROVED AS TO FORM
19 OFFICE OF THE COUNTY COUNSEL
20 ORANGE COUNTY, CALIFORNIA

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22 BY:  _____ DATED: 6/12/2017
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
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.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
ADMINISTRATIVE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY HEALTH AUTHORITY, A PUBLIC AGENCY,
DBA ORANGE PREVENTION AND TREATMENT INTEGRATED MEDICAL ASSISTANCE,
DBA CALOPTIMA
JULY 1, 2017 THROUGH DECEMBER 31, 2020

I. DEFINITIONS

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

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

B. “CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-Cal Program in Orange County, which is CONTRACTOR for the purposes of this Agreement.

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

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

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

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

4 G. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the
5 WPC Program and has been identified as being homeless. For the purposes of the WPC Pilot,
6 “homeless” are individuals or families who:

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

18 H. “WPC Participating Entity” means an organization, entity, or public agency or department that
19 has agreed to have an active role in the WPC Pilot through agreements or memoranda of understanding
20 with COUNTY acting as the Lead Agency for the WPC Pilot, and who are specifically identified in the
21 WPC Agreement. In accordance with the STCs, WPC Participating Entities must include, at a
22 minimum:

- 23 1. COUNTY’s Health Care Agency acting as the Lead Entity for the WPC Agreement.
- 24 2. CalOptima
- 25 3. COUNTY’s Behavioral Health Services Program
- 26 4. COUNTY’s Housing Authority or Housing Program
- 27 5. At least two community organizations with experience and knowledge in providing services
28 to the proposed population that will be considered WPC Beneficiaries.

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

32 II. PAYMENTS

34 A. CONTRACTOR agrees that as compensation for Administrative Services in support of the
35 WPC Pilot Program described herein, COUNTY shall pay CONTRACTOR, payments as follows;
36 provided, however, that the total of all payments to CONTRACTOR shall not exceed COUNTY’s
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1 Maximum Obligation for each Period, as specified in the Referenced Contract Provisions of this
2 Agreement:

- 3 1. Period One: \$100,000 to be invoiced after July 1, 2017
- 4 2. Period Two: \$100,000 to be invoiced after July 1, 2018
- 5 3. Period Three: \$100,000 to be invoiced after July 1, 2019
- 6 4. Period Four: \$100,000 to be invoiced after July 1, 2020

7 B. CONTRACTOR may submit invoice for payment within 30 days after the start of each period.
8 ADMINISTRATOR shall provide payment to CONTRACTOR within 30 days of receipt of invoice.

9 C. If COUNTY receives expansion funding through the WPC, CONTRACTOR shall also be
10 reimbursed for the actual cost incurred for its case management software provider to develop bi-
11 directional functionality with the WPC care management to be developed by COUNTY's contracted
12 vendor, Safety Net Connect.

13 1. The total funding allocated for these services shall not exceed the following per period,
14 unless otherwise authorized in writing by ADMINISTRATOR, and the maximum obligation for
15 applicable affected Periods adjusted in accordance with the Maximum Obligation Paragraph of this
16 Agreement:

- 17 a. Period One: \$204,600
- 18 b. Period Two: \$204,600

19 2. CONTRACTOR may submit monthly invoices in arrears for reimbursement of actual costs
20 incurred pursuant to this Paragraph C during each period. ADMINISTRATOR shall provide payment to
21 CONTRACTOR within 30 days of receipt of invoice.

22 3. If COUNTY's WPC application for expansion funding is not approved, this Paragraph II.C
23 shall be void.

24 D. CONTRACTOR's billings shall be on a mutually agreed upon form approved or provided by
25 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

26 E. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
27 documentation including, but not limited to, ledgers, journals, timesheets, invoices, bank statements,
28 canceled checks, receipts, receiving records, and records of service provided, as applicable.

29 F. ADMINISTRATOR may withhold or delay any payment due CONTRACTOR, if
30 CONTRACTOR fails to comply with any provision of the Agreement.

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

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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. CONTRACTOR is both a member of the WPC Collaborative and a WPC Participating Entity

C. CONTRACTOR agrees to the following services in support of the WPC throughout the term of the Agreement:

1. Provide space and resources for the WPC Collaborative meetings and WPC Collaborative Subcommittee meetings as appropriate, including, but not limited to:

- a. Conference rooms
- b. Dial-in ability
- c. Go-To-Meeting as appropriate
- d. Sending Meeting Requests
- e. Assistance in documenting meeting discussion

2. Provide a liaison to COUNTY's WPC Project Manager for coordination of WPC meetings and dissemination of information.

3. Provide required Health Effectiveness Data and Information (HEDIS) reporting as appropriate for WPC Beneficiaries.

a. The parties agree that all of the various determinants for how a WPC Beneficiary qualifies as homeless in accordance with the WPC Beneficiary definition provided in Paragraph I.G may not be captured by CONTRACTOR; therefore CONTRACTOR and ADMINISTRATOR shall agree on the parameters for identifying any of CONTRACTOR's beneficiaries as possible WPC Beneficiaries for the purposes of outreach and/or reporting data to DHCS relating to the WPC Pilot; including, but not limited to, those persons identified by other WPC Participating Entities as WPC Beneficiaries.

b. HEDIS data shall also be provided for WPC Beneficiaries that are also living with Serious Mental Illness (SMI) and are receiving mental health treatment through COUNTY's Behavioral Health Services (BHS). The parties agree that COUNTY shall be responsible for reporting BHS data for WPC Beneficiaries living with SMS.

4. Provide eligible WPC Beneficiary information as appropriate to coordinate data sharing among the WPC Participating Entities as appropriate.

5. Work collaboratively with other WPC Participating Entities to effectively and efficiently create/link a care plan that is accessible to all members of an eligible WPC Beneficiary's care team.

6. Provide one (1) position similar to its Personal Care Coordinator (PCC) position and/or provide training to a team of PCCs to assist homeless WPC Beneficiaries and the organizations supporting them, in navigating the various health networks within CONTRACTOR's Managed Care

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1 Plan with the goal of addressing the homeless WPC Beneficiary's immediate health needs in a
2 reasonable timeframe.

3 a. CONTRACTOR understands and agrees that the level of assistance, which may need to
4 be provided to a WPC Beneficiary, may be more intensive than that provided to a typical Beneficiary;
5 and further, may require interventions and assistance that are typically not in the normal course of
6 business for a PCC, as described in the WPC PCC job description which shall be developed as mutually
7 agreed to by ADMINISTRATOR and CONTRACTOR.

8 b. CONTRACTOR understands that the majority of requests for assistance will likely
9 come through WPC Participating Entities that may be assisting the WPC Beneficiary at the time the
10 PCC is, contacted for assistance, and agrees to facilitate the WPC Beneficiary's needs with or through
11 this representative as authorized by the WPC Beneficiary during the call.

12 c. CONTRACTOR shall develop guidelines and procedures on how to access these
13 specific PCC services for WPC Beneficiaries to be shared with the WPC Collaborative and the WPC
14 Participating Entities.

15 7. Any administrative duty or obligation to be performed pursuant to this Agreement on a
16 weekend or holiday, or after normal business hours, may be performed on the next regular business day.

17 18 **IV. COUNTY OBLIGATIONS**

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

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

24 1. ADMINISTRATOR shall notify CONTRACTOR, immediately upon becoming aware of
25 any amendments, modifications, changes, or updates to the DHCS STCs or the WPC Agreement. When
26 available, ADMINISTRATOR shall provide CONTRACTOR with a copy of the STCs and the WPC
27 Agreement, including any written amendments, modifications, changes or updates.

28 2. Any administrative duty or obligation to be performed pursuant to this Agreement on a
29 weekend or holiday, or after normal business hours, may be performed on the next regular business day.

30 C. ADMINISTRATOR shall enter into data sharing agreements with other WPC Participating
31 Entities as deemed appropriate by ADMINISTRATOR.

32 D. ADMINISTRATOR shall neither have, nor exercise, any control or direction over the methods
33 by which CONTRACTOR shall perform its obligations under this Agreement. The standards of
34 medical care and professional duties of CONTRACTOR's employees providing services under this
35 Agreement shall be determined by all applicable provisions of law and other rules and regulations of any
36 and all governmental authorities relating to licensure and regulation of CONTRACTOR.

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V. COMMITTEES/GROUPS

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

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

2. The WPC Collaborative may elect to continue past the period of the WPC Agreement if all or a portion of the infrastructure and services developed for the WPC Program are continued through other funding mechanisms following the termination of the WPC Agreement on December 31, 2020.

2. The WPC Collaborative shall be responsible for:

a. Development and implementation of all policies and procedures relating to the implementation and monitoring of the WPC Program.

b. Review and analysis of all data gathered and reported for the WPC Program.

c. Participation in the Plan-Do-Study-Act Cycle as required by DHCS

1) Plan – The components of the WPC Program to be implemented

2) Do – The implementation of the components of the WPC Program

3) Study – Reviewing the data and results of the WPC Program components as implemented

4) Act – Determining what modifications should be made, if any, to the WPC Program components to achieve the desired results

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

1. The WPC Steering Committee shall consist of the following members:

a. COUNTY's Care Coordinator, who shall be the Chairperson

b. One representative from CalOptima

c. One representative from the Hospital Community;

d. One representative from the Clinic Community

e. One representative from COUNTY's Behavioral Health Services Program

f. One representative from COUNTY's Public Health Program

g. One representative from COUNTY's Community Resource Department responsible for the housing programs.

h. One representative from 2-1-1 Orange County

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

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VI. REPORTS

A. CONTRACTOR shall submit, in a format as mutually agreed to by CONTRACTOR and ADMINISTRATOR, monthly programmatic reports concerning CONTRACTOR's activities as they relate to the Agreement. The reports shall be limited to reasonable requirements agreed to by both parties.

B. CONTRACTOR shall also submit, in a format reasonably agreed to by CONTRACTOR and ADMINISTRATOR, or as required by DHCS, 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. Should CONTRACTOR determine that additional requested information that is not imposed by DHCS cannot be provided to ADMINISTRATOR within the thirty (30) day timeframe, CONTRACTOR shall notify ADMINISTRATOR immediately upon making that determination and both parties shall reasonably agree to an alternate timeframe for the provision of the additional requested information.

VII. ISSUE RESOLUTION

For resolution of issues between the Parties with respect to the implementation and operation of this Agreement, the following sequential steps shall apply:

CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR including, but not limited to, telephone contact, facsimile machine, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of this Agreement.

If the operational level staff of each Party directly involved in the implementation and operation of the WPC Pilot are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purpose and obligations of this Agreement.

If the operational level staff of each party are unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to each Parties' executive management for final resolution.

The rights and remedies provided by this Paragraph are in addition to those provided by law to either party.

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

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