

1 CONTRACT FOR PROVISION OF
2 ENHANCED CARE COORDINATION SERVICES FOR REENTRY DURING COVID
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CHARITABLE VENTURES OF ORANGE COUNTY
7 JULY 13, 2021 THROUGH JANUARY 31, 2022
8

9 THIS CONTRACT entered into this 13th day of July 2021 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CHARITABLE
11 VENTUES OF ORANGE COUNTY, a California nonprofit corporation acting through its fiscally
12 sponsored PROJECT KINSHIP (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
13 referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be
14 administered by the Director of the COUNTY’s Health Care Agency or an authorized designee
15 (“ADMINISTRATOR”).
16

17 **W I T N E S S E T H :**

18 WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County’s
19 Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak,
20 as necessary for the preservation of public health and safety; and

21 WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the
22 State of California concerning the COVID-19 emergency and outbreak; and

23 WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20,
24 ordering all California residents to heed any orders and guidance of State and local public health
25 officials, including but not limited to imposition of social distancing measures, to control the spread of
26 COVID-19; and

27 WHEREAS, on March 18, 2020, the President of the United States proclaimed a national
28 emergency concerning the COVID-19 outbreak; and

29 WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in
30 the State of California and ordered Federal assistant to supplement State and local recovery efforts in the
31 areas affected by the COVID-19 pandemic; and

32 WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management
33 Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that
34 provides guidance on the availability of federal funding to states and local governments during
35 emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency
36 Assistance Act (Stafford Act); and

37 //

1 WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost
2 during emergencies; and

3 WHEREAS, COUNTY in need of the services/commodities described herein in order to support its
4 efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and
5 authorities, and any continuing executive orders and declarations as part of the on-going emergencies;
6 and

7 WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost
8 during emergencies; and

9 WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the
10 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the
11 CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the
12 COVID-19 emergency; and

13 WHEREAS, County is in need of the services/commodities described herein in order to support its
14 efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and
15 authorities, including the CARES Act, and any continuing executive orders and declarations as part of
16 the on-going emergencies; and

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Coordinated
18 Case Management Reentry Services described herein to individuals released from Orange County jails;
19 and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
21 conditions hereinafter set forth:

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

24 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Coordinated
25 Case Management Reentry Services described herein to individuals released from Orange County jails ;
26 and

27 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
28 conditions hereinafter set forth:

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

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REFERENCED CONTRACT PROVISIONS

Term: July 13, 2021 through January 31, 2022

Maximum Obligation: \$ 1,033,855

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 02-208-4889

CONTRACTOR TAX ID Number: 20-8756660

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: Charitable Ventures of Orange County
1505 E. 17th Street, Suite 101
Santa Ana, CA 92705
Ted Kim, Chief Operating Officer
Ted.Kim@charitableventuresoc.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 Contract:

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4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HSC	California Health and Safety Code
26	V. HUD	U.S. Department of Housing and Urban Development
27	W. MH	Mental Health
28	X. MHSA	Mental Health Services Act
29	Y. OCR	Federal Office for Civil Rights
30	Z. OIG	Federal Office of Inspector General
31	AA. OMB	Federal Office of Management and Budget
32	AB. OPM	Federal Office of Personnel Management
33	AC. P&P	Policy and Procedure
34	AD. PA DSS	Payment Application Data Security Standard
35	AE. PC	California Penal Code
36	AF. PCI DSS	Payment Card Industry Data Security Standards
37	AG. PHI	Protected Health Information

1	AH. PII	Personally Identifiable Information
2	AI. PRA	California Public Records Act
3	AJ. PSC	Professional Services Contract System
4	AK. SIR	Self-Insured Retention
5	AL. SMA	Statewide Maximum Allowable (rate)
6	AM. SOW	Scope of Work
7	AN. UOS	Units of Service
8	AO. USC	United States Code
9	AP. WIC	Women, Infants and Children

10

11 **II. ALTERATION OF TERMS**

12 A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by
 13 this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect
 14 to the services and obligations under this Contract.

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

19

20 **III. ASSIGNMENT OF DEBTS**

21 Unless this Contract is followed without interruption by another Contract between the Parties hereto
 22 for the same services and substantially the same scope, at the termination of this Contract,
 23 CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of
 24 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail
 25 each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and
 26 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf
 27 of said persons, shall be immediately given to COUNTY.

28

29 **IV. COMPLIANCE**

30 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and
 31 procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider
 32 Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and
 33 regulations related to federal and state and employment programs.

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1 1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply
3 with in relation to Covered Individuals performing services under this Contract.

4 2. CONTRACTOR has the option to develop and provide, or make available to,
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract
9 prior to implementation. These elements include:

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

17 3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24 4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing
31 required elements and CONTRACTOR shall revise its Compliance Program to meet
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
35 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
36 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance
37 Program and contact information for the ADMINISTRATOR's Compliance Program.

1 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
2 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
20 Individuals relative to this Contract. This includes compliance with federal and state regulations and
21 procedures or instructions otherwise communicated by regulatory agencies.

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

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

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

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

31 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
32 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the
33 Contract.

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V. CONFIDENTIALITY

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

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
6 are Participants of Coordinated Case Management Reentry Services, and therefore it may be necessary
7 for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information
8 regarding specific Participants with COUNTY or other providers of related services contracting with
9 COUNTY.

10 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
11 consents for the release of information from all persons served by CONTRACTOR pursuant to this
12 Contract.

13 3. In the event of a collaborative service agreement between Coordinated Case Management
14 Reentry Services providers, CONTRACTOR acknowledges and agrees that it is responsible for
15 obtaining releases of information, from the collaborative agency, for Participants receiving services
16 through the collaborative agreement.

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

VI. CONFLICT OF INTEREST

24
25
26 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
27 that could result in a conflict with COUNTY interests. This obligation shall also apply to
28 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
29 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
30 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
31 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
32 other considerations which could be deemed to influence or appear to influence COUNTY staff or
33 elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

34
35
36 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
37 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject

1 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
2 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
3 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the
4 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the
5 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
6 material breach and be grounds for termination of this Contract.

7 8 **VIII. COST REPORT**

9 A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days
10 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
11 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
12 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between
13 programs, cost centers, services, and funding sources in accordance with such requirements and
14 consistent with prudent business practice, which costs and allocations shall be supported by source
15 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
16 reasonable notice.

17 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
18 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
19 following:

20 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each
21 business day after the above specified due date that the accurate and complete Cost Report is not
22 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
23 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
24 CONTRACTOR.

25 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
26 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
27 accurate and complete Cost Report is delivered to ADMINISTRATOR.

28 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
29 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
30 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

31 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
32 within one hundred and eighty (180) calendar days following the termination of this Contract, and
33 CONTRACTOR has not entered into a subsequent or new Contract for any other services with
34 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall
35 be immediately reimbursed to COUNTY.

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1 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
2 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
3 shall document that costs are reasonable and allowable and directly or indirectly related to the services
4 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
5 any.

6 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
7 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
8 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim
9 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
10 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
11 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
12 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
13 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
14 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

15 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
16 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
17 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
18 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
19 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
20 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
21 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

22 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
23 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
24 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
25 payment does not exceed the Maximum Obligation of COUNTY.

26 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
27 attached to the Cost Report:

28
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
30 supporting documentation prepared by _____ for the cost report period
31 beginning _____ and ending _____ and that, to the best of my
32 knowledge and belief, costs reimbursed through this Contract are reasonable and
33 allowable and directly or indirectly related to the services provided and that this Cost
34 Report is a true, correct, and complete statement from the books and records of
35 (provider name) in accordance with applicable instructions, except as noted. I also
36 hereby certify that I have the authority to execute the accompanying Cost Report.
37

1 Signed _____
 2 Name _____
 3 Title _____
 4 Date _____"

6 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

7 A. CONTRACTOR certifies that it and its principals:

8 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
9 voluntarily excluded, or placed on any such lists, by any federal department or agency.

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

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

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

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

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

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

31
32 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

1 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
2 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new
3 owners shall be required under the terms of sale or such other instruments of transfer for the assignment
4 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the
5 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
6 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
7 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
8 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
9 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,
10 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
11 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
12 shall be void.

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

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

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

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

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

37 //

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

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

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

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

12 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
13 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in
14 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to
15 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as
16 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during
17 the period of Contract performance.

18 **XI. DISPUTE RESOLUTION**

19 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
20 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
21 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
22 brought to the attention of the County Purchasing Agent by way of the following process:

23 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
24 decision regarding the disposition of any dispute between the Parties arising under, related to, or
25 involving this Contract.

26 2. CONTRACTOR's written demand shall be fully supported by factual information, and
27 shall include with the demand a written statement signed by an authorized representative indicating that
28 the demand is made in good faith, that the supporting data are accurate and complete. If such demand
29 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the
30 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes
31 COUNTY is liable.

32 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
33 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
34 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a
35 material breach and be grounds for termination of this Contract.

36 //

1 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
2 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision
3 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
4 decision adverse to CONTRACTOR's contentions.

5 D. This Contract has been negotiated and executed in the State of California and shall be governed
6 by and construed under the laws of the State of California. In the event of any legal action to enforce or
7 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
8 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
9 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
10 agree to waive any and all rights to request that an action be transferred for adjudication to another
11 county.

12 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

13 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
14 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
15 consultants performing work under this Contract meet the citizenship or alien status requirements set
16 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
17 subcontractors, and consultants performing work hereunder, all verification and other documentation of
18 employment eligibility status required by federal or state statutes and regulations including, but not
19 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
20 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
21 covered employees, subcontractors, and consultants for the period prescribed by the law.
22

23 **XIII. EQUIPMENT**

24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
25 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
26 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
27 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
28 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
29 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
30 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
31 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
32 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
33 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
34 according to GAAP.
35

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
37 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR

1 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
2 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
3 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
4 purchased asset in an Equipment inventory.

5 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
6 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
7 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
8 is purchased. Title of expensed Equipment shall be vested with COUNTY.

9 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
10 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
11 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
12 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
13 any.

14 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
15 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
16 or all Equipment to COUNTY.

17 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
18 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
19 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
20 Equipment are moved from one location to another or returned to COUNTY as surplus.

21 G. Unless this Contract is followed without interruption by another Contract between the Parties
22 for substantially the same type and scope of services, at the termination of this Contract for any cause,
23 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
24 Contract.

25 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
26 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

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

29 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
30 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
31 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
32 minimum number and type of staff which meet applicable federal and state requirements, and which are
33 necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY
34 immediately and be approved in writing by the ADMINISTRATOR

35 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
36 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.

37 //

1 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
2 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
3

4 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

36 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
37 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

1 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole
2 cost and expense with counsel approved by Board of Supervisors against same; and

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

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

8 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
9 this Contract, the COUNTY may terminate this Contract.

10 F. QUALIFIED INSURER

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

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

19 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
20 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 (4 passengers or less)	\$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
Employee Dishonesty	\$1,000,000 per occurrence

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1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

30 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
31 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
32 Certificate of Insurance.

33 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy
34 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the
35 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
36 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
37 this Contract.

1 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy,
2 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the
3 Contract.

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

6 P. Insurance certificates should be forwarded to COUNTY at the address specified in the
7 Referenced Contract Provisions of this Contract.

8 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven
9 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract
10 may be terminated by County without penalty.

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

15 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
16 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
17 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
18 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
19 all legal remedies.

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

23 U. SUBMISSION OF INSURANCE DOCUMENTS

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

25 a. Prior to the start date of this Contract.

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

27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
28 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

7 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
8 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
9 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
10

11 **XVI. INSPECTIONS AND AUDITS**

12 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
13 of the State of California, the Comptroller General of the United States, or any other of their authorized
14 representatives, shall to the extent permissible under applicable law have access to any books,
15 documents, and records, including but not limited to, financial statements, general ledgers, relevant
16 accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this
17 Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review,
18 evaluation, or examination, or making transcripts during the periods of retention set forth in the Records
19 Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times
20 inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which
21 they are provided.

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

26 C. AUDIT RESPONSE

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

32 2. If the audit reveals that money is payable from one Party to the other, that is,
33 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
34 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
35 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
36 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
37 //

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

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

10 11 **XVII. LICENSES AND LAWS**

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

20 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
21 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of
22 laws, regulations, and requirements for the provision of services under this Contract shall include, but
23 not be limited to, the following:

- 24 1. ARRA of 2009.
- 25 2. Trafficking Victims Protection Act of 2000.
- 26 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 5. CCR, Title 17, Public Health.
- 29 6. CCR, Title 22, Social Security.
- 30 7. CFR, Title 42, Public Health.
- 31 8. CFR, Title 45, Public Welfare.
- 32 9. USC Title 42. Public Health and Welfare.
- 33 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 34 11. 42 USC §1857, et seq., Clean Air Act.
- 35 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 36 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 37 14. McKinney-Vento Homeless Assistance Act

1 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
3 Awards.
4

5 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

12 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
13 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
14 Contract must be approved in advance at least thirty (30) business days and in writing by
15 ADMINISTRATOR.

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

25 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
26 by COUNTY, unless ADMINISTRATOR consents thereto in writing.
27

28 **XIX. MAXIMUM OBLIGATION**

29 A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract
30 is as specified in the Referenced Contract Provisions of this Contract.

31 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
32 percent (10%) of funding for this Agreement.
33

34 **XX. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
37 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

1 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
2 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
3 no less than the greater of the federal or California Minimum Wage.

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

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

11 **XXI. NONDISCRIMINATION**

12 **A. EMPLOYMENT**

13 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
14 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
15 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
16 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
17 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
18 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
19 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
20 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
21 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
22 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

33 5. All solicitations or advertisements for employees placed by or on behalf of
34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
35 for employment without regard to race, religious creed, color, national origin, ancestry, physical
36 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
37 identity, gender expression, age, sexual orientation, or military and veteran status.

1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
2 shall be deemed fulfilled by use of the term EOE.

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

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

21 1. Denying a Participant or potential Participant any service, benefit, or accommodation.

22 2. Providing any service or benefit to a Participant which is different or is provided in a
23 different manner or at a different time from that provided to other Participants.

24 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
25 by others receiving any service and/or benefit.

26 4. Treating a Participant differently from others in satisfying any admission requirement or
27 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
28 any service and/or benefit.

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

30 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
31 Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may
32 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
33 subcontractor, and ADMINISTRATOR.

34 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
35 shall establish an internal informal problem resolution process for Participants not able to resolve such
36 problems at the point of service. Participants may initiate a grievance or complaint directly with
37 CONTRACTOR either orally or in writing.

1 a. COUNTY shall establish a formal resolution and grievance and appeals process in the
2 event informal processes do not yield a resolution.

3 b. Throughout the problem resolution and grievance and appeals process, Participant
4 rights shall be maintained, including access to the COUNTY's grievance and appeals process at any
5 point in the process.

6 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
7 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
8 request a State Fair Hearing.

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

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

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

25 26 **XXII. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

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

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
37 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
2 Parcel Service, or any other expedited delivery service.

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

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

9 10 **XXIII. NOTIFICATION OF DEATH**

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

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

16 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
17 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
18 served pursuant to this Contract; notice need only be given during normal business hours.

19 2. WRITTEN NOTIFICATION

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

23 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
24 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming
25 aware of the death due to terminal illness of any person served pursuant to this Contract.

26 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR
27 may hand deliver or fax to a known number said notification.

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

32 33 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

37 //

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

6 **XXV. PARTICIPANT'S RIGHTS**

7 A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County
8 Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff.
9 Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily
10 accessible to Participants to take without having to request the form or envelope.

11 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
12 internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant
13 shall have access.

14 1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's
15 grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The
16 participant has the right to utilize either or both grievance and appeals process(es) simultaneously in
17 order to resolve their dissatisfaction.

18 C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to
19 CONTRACTOR, file a grievance, file an appeal, and file a complaint.

21 **XXVI. PAYMENT CARD COMPLIANCE**

22 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
23 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
24 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
25 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
26 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to
27 return to compliance and shall be compliant within ten (10) business days of the commencement of any
28 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
29 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

31 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
36 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
37 //

1 records shall include, but not be limited to, individual housing plans, case management plans and
2 utilization review records.

3 2. CONTRACTOR shall keep and maintain records of each service rendered to each
4 participant, the identity of the participant to whom the service was rendered, the date the service was
5 rendered, and such additional information as ADMINISTRATOR may require.

6 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
7 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
8 claimed to have been incurred in the performance of this Contract and in accordance with County
9 policies of reimbursement and GAAP.

10 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
11 physical safeguards to ensure the privacy and security of health related and/or personally identifying
12 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
13 participant's health related and/or personally identifying information in possession of CONTRACTOR,
14 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
15 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
16 use or disclosure.

17 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
18 shall maintain participant records and must establish and implement written record management
19 procedures.

20 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
21 termination of the contract, unless a longer period is required due to legal proceedings such as litigations
22 and/or settlement of claims.

23 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
24 billings, and revenues available at one (1) location within the limits of the County of Orange. If
25 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
26 written approval to CONTRACTOR to maintain records in a single location, identified by
27 CONTRACTOR.

28 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify
29 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight
30 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the
31 PRA request.

32 G. CONTRACTOR may retain participant documentation electronically in accordance with the
33 terms of this Contract and common business practices. If documentation is retained electronically,
34 CONTRACTOR shall, in the event of an audit or site visit:

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

37 //

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

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

6 **XXVIII. RESEARCH AND PUBLICATION**

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

11 **XXIX. REVENUE**

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

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

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

24 **XXX. SEVERABILITY**

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

31 **XXXI. SPECIAL PROVISIONS**

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

- 34 1. Making cash payments to intended recipients of services through this Contract.
35 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
36 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
37 use of appropriated funds to influence certain federal contracting and financial transactions).

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 4 Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 9 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at www.opm.gov.
- 13 8. Severance pay for separating employees.
- 14 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 15 codes and obtaining all necessary building permits for any associated construction.
- 16 10. Supplanting current funding for existing services.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Contract for the following purposes:
- 19 1. Funding travel or training (excluding program-related mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of Participant care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Contract.
- 25 5. Purchasing or improving land, including constructing or permanently improving any
- 26 building or facility, except for tenant improvements.
- 27 6. Providing inpatient hospital services or purchasing major medical equipment.
- 28 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 29 funds (matching).
- 30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 CONTRACTOR's Participants outside of program Scope of Services.

32 **XXXII. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
2 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
4 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
5 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
6 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
7 shall not be considered in any manner to be COUNTY's employees.

8 9 **XXXIII. TERM**

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

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

18 19 **XXXIV. TERMINATION**

20 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
21 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
22 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

23 B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence
24 of any of the following events:

- 25 1. The loss by CONTRACTOR of legal capacity.
- 26 2. Cessation of services without cause.
- 27 3. The delegation or assignment of CONTRACTOR's services, operation or administration
28 without the prior written consent of COUNTY.
- 29 4. The neglect by any licensed person employed by CONTRACTOR of any duty required
30 pursuant to this Contract.
- 31 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
32 this Contract.
- 33 6. The continued incapacity of any licensed person to perform duties required pursuant to this
34 Contract.
- 35 7. Unethical conduct or malpractice by any physician or licensed person providing services
36 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
37 removes such licensed person from serving persons assisted pursuant to this Contract.

1 C. CONTINGENT FUNDING

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

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

5 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
6 approved by the Orange County Board of Supervisors.

7 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
8 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to
9 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
10 CONTRACTOR shall not be obligated to accept the renegotiated terms.

11 D. In the event this Contract is suspended or terminated prior to the completion of the term as
12 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
13 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
14 term of the Contract.

15 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

18 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of
19 Contract performance during the remaining Contract term.

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

22 4. If Participant's records are to be transferred to another facility for services, furnish
23 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by
24 ADMINISTRATOR to effect an orderly transfer.

25 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
26 with Participant's best interests.

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

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

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

37 //

1 9. Provide written notice of termination of services to each Participant being served under this
2 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
3 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
4 day period.

5 **XXXV. THIRD PARTY BENEFICIARY**

6 Neither Party hereto intends that this Contract shall create rights hereunder in third parties
7 including, but not limited to, any subcontractors or any Participants provided services pursuant to this
8 Contract.

9
10 **XXXVI. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
13 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
15 Contract.

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

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4
5 CHARITABLE VENTURES OF ORANGE COUNTY, INC

6
7 DocuSigned by:
8 BY: Ted Kim DATED: 7/7/2021
9 C7CBFFF9BF47455...

10 TITLE: Chief Financial Officer

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30 DocuSigned by:
31 BY: Massoud Shamel DATED: 7/7/2021
32 79055CA571A94F8...
DEPUTY

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

1 EXHIBIT A
2 TO THE CONTRACT FOR PROVISION OF
3 ENHANCED CARE COORDINATION SERVICES FOR REENTRY DURING COVID
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHARITABLE VENTURES OF ORANGE COUNTY
8 JULY 13, 2021 THROUGH JANUARY 31, 2022
9
10

11 **I. COMMON TERMS AND DEFINITIONS**
12

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

16 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion
17 of the entry and evaluation documents into the IRIS and documentation that the clients are receiving
18 services at a level and frequency and duration that is consistent with each client's level of impairment
19 and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

20 2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care,
21 grooming, money and household management, personal safety, symptom monitoring, etc.

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

24 4. Member Advisory Board means a member-driven board which shall direct the activities,
25 provide recommendations for ongoing program development, and create the Wellness Center's rules of
26 conduct.

27 5. Benefits Specialist means a specialized position that would primarily be responsible for
28 coordinating client applications and appeals for State and Federal benefits.

29 6. Best Practices means a term that is often used inter-changeably with "evidence-based
30 practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to
31 recovery-consistent mental health practices where the recovery process is supported with scientific
32 intervention that best meets the needs of the consumer at this time.

33 a. EBP means Evidence-Based Practices and refers to the interventions utilized for which
34 there is consistent scientific evidence showing they improved client outcomes and meets the following
35 criteria: it has been replicated in more than one geographic or practice setting with consistent results; it
36 is recognized in scientific journals by one or more published articles; it has been documented and put
37 into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

1 b. Promising Practices means that experts believe the practices is likely to be raised to the
2 next level when scientific studies can be conducted and is supported by some body of evidence,
3 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
4 bodies of advocacy organizations and finally, produces specific outcomes.

5 c. Emerging Practices means that the practice(s) seems like a logical approach to
6 addressing a specific behavior which is becoming distinct, recognizable among consumers and
7 clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert,
8 group of researchers or other credible individuals have endorsed the practice as worthy of attention
9 based on outcomes; and finally, it produces specific outcomes.

10 7. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
11 operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
12 psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
13 crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
14 outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

15 8. Data Collection System means software designed for collection, tracking and reporting
16 outcomes data for clients enrolled in the FSP Programs.

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

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

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

31 d. KET means Key Event Tracking and refers to the tracking of a client's movement or
32 changes in the approved data collection system. A KET must be completed and entered accurately each
33 time CONTRACTOR is reporting a change from previous client status in certain categories. These
34 categories include: residential status, employment status, education and benefits establishment.

35 e. PAF means Partnership Assessment Form and refers to the baseline assessment for
36 each client that must be completed and entered into data collection system within thirty (30) days of the
37 Partnership date.

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

4 10. Case Management Linkage Brokerage means a process of identification, assessment of
5 need, planning, coordination and linking, monitoring and continuous evaluation of clients and of
6 available resources and advocacy through a process of casework activities in order to achieve the best
7 possible resolution to individual needs in the most effective way possible. This includes supportive
8 assistance to the client in the assessment, determination of need and securing of adequate and
9 appropriate living arrangements.

10 11. CAT means Crisis Assessment Team and refers to a team of clinicians who provide mobile
11 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,
12 on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion
13 away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health
14 services.

15 12. Certified Reviewer means an individual that obtains certification by completing all
16 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
17 Verification Sheet.

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

20 14. Clinical Director means an individual who meets the minimum requirements set forth in
21 Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental
22 health setting.

23 15. Crisis Stabilization means a psychiatric crisis stabilization program that operates 24 hours a
24 day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis
25 and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization
26 treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility,
27 the CSU may evaluate and treat clients for no longer than 23 hours.

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

31 17. Diagnosis means the definition of the nature of the client's disorder. When formulating the
32 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
33 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
34 recorded on all IRIS documents, as appropriate.

35 18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
36 providing client services. DSH credit is obtained for providing mental health, case management,
37 //

1 medication support and a crisis intervention service to any client open in the IRIS which includes both
2 billable and non-billable services.

3 19. Engagement means the process by which a trusting relationship between worker and
4 client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
5 client(s) is the objective of a successful outreach.

6 20. Face-to-Face means an encounter between client and provider where they are both
7 physically present.

8 21. FSP

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

18 b. Crisis management;

19 1) Housing Services;

20 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case
21 management;

22 3) Community-based Wraparound Recovery Services;

23 4) Vocational and Educational services;

24 5) Job Coaching/Developing;

25 6) Consumer employment;

26 7) Money management/Representative Payee support;

27 8) Flexible Fund account for immediate needs;

28 9) Transportation;

29 10) Illness education and self-management;

30 11) Medication Support;

31 12) Co-occurring Services;

32 13) Linkage to financial benefits/entitlements;

33 14) Family and Peer Support; and

34 15) Supportive socialization and meaningful community roles.

35 c. Client services are focused on recovery and harm reduction to encourage the highest
36 level of client empowerment and independence achievable. PSC's will meet with the consumer in their
37 current community setting and will develop a supportive relationship with the individual served.

1 Substance abuse treatment will be integrated into services and provided by the client's team to
2 individuals with a co-occurring disorder.

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

11 22. Housing Specialist means a specialized position dedicated to developing the full array of
12 housing options for their program and monitoring their suitability for the population served in
13 accordance with the minimal housing standards policy set by COUNTY for their program. This
14 individual is also responsible for assisting consumers with applications to low income housing, housing
15 subsidies, senior housing, etc.

16 23. Individual Services and Support Funds - Flexible Funds means funds intended for use to
17 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment
18 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
19 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are
20 individualized and appropriate to support client's mental health treatment activities.

21 24. Intake means the initial meeting between a client and CONTRACTOR's staff and includes
22 an evaluation to determine if the client meets program criteria and is willing to seek services.

23 25. Intern means an individual enrolled in an accredited graduate program accumulating
24 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
25 Acceptable graduate programs include all programs that assist the student in meeting the educational
26 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

27 26. IRIS means Integrated Records Information System and refers to a collection of
28 applications and databases that serve the needs of programs within COUNTY and includes functionality
29 such as registration and scheduling, laboratory information system, billing and reporting capabilities,
30 compliance with regulatory requirements, electronic medical records and other relevant applications.

31 27. Employment Specialist means a specialized position dedicated to cultivating and nurturing
32 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,
33 and goals. This position will also integrate knowledge about career development and job preparation to
34 ensure successful job retention and satisfaction of both employer and employee.

35 28. MFT means Marriage and Family Therapist and refers to an individual who meets the
36 minimum professional and licensure requirements set forth in Title 9, CCR, Section 625.

37 //

1 29. Medical Necessity means the requirements as defined in COUNTY MHP Medical
2 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
3 Impairment Criteria and Intervention Related Criteria.

4 30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
5 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
6 social adjustment and/or vocational adjustment.

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

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

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

16 c. Co-Occurring see Dual Disorders Integrated Treatment Model.

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

20 e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise
21 treatment model that is non-confrontational, follows behavioral principles, considers interactions
22 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
23 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
24 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
25 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
26 setting at the same time.

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

34 g. Rehabilitation Service means an activity which includes assistance in improving,
35 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
36 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
37 medication education.

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

6 i. Therapy means a service activity which is a therapeutic intervention that focuses
7 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
8 delivered to an individual or group of beneficiaries which may include family therapy in which the
9 beneficiary is present.

10 32. MHSA means Mental Health Services Act and refers to the law that provides funding for
11 expanded community mental health services. It is also known as "Proposition 63."

12 33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a
13 mental health field or has a high school diploma and two (2) years of experience delivering services in a
14 mental health field.

15 34. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY
16 will be using for the Adult mental health programs. The scale will provide the means of assigning
17 consumers to their appropriate level of care and replace the diagnostic and acuity of illness-based tools
18 being used today. MORS is ideally suited to serve as a recovery-based tool for identifying the level of
19 service needed by participating members. The scale will be used to create a map of the system by
20 determining which milestone(s) or level of recovery (based on the MORS) are the target groups for
21 different programs across the continuum of programs and services offered by COUNTY.

22 35. NPI means National Provider Identifier and refers to the standard unique health identifier
23 that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered
24 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
25 HIPAA standard transactions. The NPI is assigned for life.

26 36. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the
27 beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has
28 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
29 found not to meet the medical necessity criteria for specialty mental health services.

30 37. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
31 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
32 as set forth in HIPAA.

33 38. Outreach means the outreach to potential clients to link them to appropriate mental health
34 services and may include activities that involve educating the community about the services offered and
35 requirements for participation in the programs. Such activities should result in the CONTRACTOR
36 developing their own client referral sources for the programs they offer.

37 //

1 39. Peer Recovery Specialist/Counselor means an individual with lived experience with
2 behavioral health issues who has been through the same or similar recovery process as those he/she is
3 now assisting to attain their recovery goals while getting paid for this function-by the program. A peer
4 recovery specialist practice is informed by his/her own experience.

5 40. Pharmacy Benefits Manager means the PBM Company that manages the medication
6 benefits that are given to clients that qualify for medication benefits.

7 41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
8 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
9 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
10 575.2. The waiver may not exceed five (5) years.

11 42. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
12 Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social
13 Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to
14 regulations adopted by the BBS.

15 43. Program Director means an individual who has complete responsibility for the day to day
16 function of the program. The Program Director is the highest level of decision making at a local,
17 program level.

18 44. Promotora de Salud Model means a model where trained individuals, Promotores, work
19 towards improving the health of their communities by linking their neighbors to health care and social
20 services, educating their peers about mental illness, disease and injury prevention.

21 45. Promotores means individuals who are members of the community who function as natural
22 helpers to address some of their communities' unmet mental health, health and human service needs.
23 They are individuals who represent the ethnic, socio-economic and educational traits of the population
24 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
25 community's needs.

26 46. PHI means Protected Health Information and refers to individually identifiable health
27 information usually transmitted by electronic media, maintained in any medium as defined in the
28 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
29 created or received by a covered entity and relates to the past, present, or future physical or mental
30 health or condition of an individual, provision of health care to an individual, or the past, present, or
31 future payment for health care provided to an individual.

32 47. Psychiatrist means an individual who meets the minimum professional and licensure
33 requirements set forth in Title 9, CCR, Section 623.

34 48. Psychologist means an individual who meets the minimum professional and licensure
35 requirements set forth in Title 9, CCR, Section 624.

36 49. QIC means Quality Improvement Committee and refers to a committee that meets quarterly
37 to review one percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and

1 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
2 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the
3 clinical care of the cases.

4 50. Recovery is “a process of change through which individuals improve their health and
5 wellness, live a self-directed life, and strive to reach their full potential,” and identifies four major
6 dimensions to support recovery in live:

7 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
8 emotionally healthy way;

9 b. Home: A stable and safe place to live;

10 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
11 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
12 and

13 d. Community: Relationships and social networks that provide support, friendship, love,
14 and hope.”

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

18 52. Supportive Housing PSC means a person who provides services in a supportive housing
19 structure. This person will coordinate activities which will include, but not be limited to: independent
20 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
21 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
22 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
23 supporting and implementing a full service partnership philosophy and its individualized, strengths-
24 based, culturally appropriate, and client-centered approach.

25 53. Supervisory Review means ongoing clinical case reviews in accordance with procedures
26 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
27 compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review
28 is conducted by the program/clinic director or designee.

29 54. Token means the security device which allows an individual user to access the
30 ADMINISTRATOR computer based IRIS.

31 55. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method
32 used for determining the annual client liability for mental health services received from COUNTY
33 mental health system and is set by the State of California.

34 56. Vocational/Educational Specialist means a person who provides services that range from
35 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
36 consumers’ level of need and desired support. The Vocational/Educational Specialist will provide “one
37 on one” vocational counseling and support to consumers to ensure that their needs and goals are being

1 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them
2 with the knowledge and resources to achieve the highest level of vocational functioning possible.

3 57. WRAP means Wellness Recovery Action Plan and refers to a consumer self-help technique
4 for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability,
5 and quality of life.

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

8 9 **II. BUDGET**

10 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
11 Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes
12 only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and
13 CONTRACTOR.

14 ADMINISTRATIVE COST

15	Salaries	\$ 12,940
16	Benefits	\$ 2,393
17	Indirect Cost	<u>\$ 124,090</u>
18	SUBTOTAL ADMINISTRATIVE COST	\$ 139,423

19 PROGRAM COST

20	Salaries	\$ 556,624
21	Benefits	\$ 102,975
22	Subtotal Sal/Ben	\$ 659,599
23	Services And Supplies:	
24	SUBTOTAL PROGRAM COST	\$ 234,833

25	Office Space	\$ 103,603
26	Office Supplies	\$ 4,080
27	Covid Supplies	\$ 2,000
28	Program Supplies	\$ 5,700
29	Outreach supplies	\$ 2,500
30	Insurance	\$ 1,750
31	Utilities	\$ 33,700
32	Printing	\$ 550
33	Training	\$ 1,500
34	Fuel/Maintenance	\$ 3,000

1	Mileage	\$ 2,500
2	Equipment	\$ 2,800
3	Computers	\$ 3,000
4	Subcontractors	\$ 26,000
5	Flexible Funds	\$ 42,150
6	PROGRAM COST	\$ 894,432
7		
8	TOTAL COST	\$1,033,855
9		

10 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 11 between budgeted line items within a program, for the purpose of meeting specific program needs or for
 12 providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form
 13 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 14 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a
 15 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 16 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 17 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 18 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 19 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 20 Modification Request(s) may result in disallowance of those costs.

21 22 **III. PAYMENTS**

23 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 24 \$147,693.57 per month with the exception of first month of Period One. There will be a one-time
 25 allowance for first initial invoice to be submitted by CONTRACTOR to ADMINISTRATOR on July
 26 13, 2021. All payments are interim payments only, and subject to Final Settlement in accordance with
 27 the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the
 28 actual cost of providing the services hereunder; provided, however, the total of such payments does not
 29 exceed the Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the
 30 Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,
 31 State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices
 32 for any month for which the provisional amount specified above has not been fully paid.

33 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
 34 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
 35 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
 36 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

37 //

1 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
2 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
3 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
4 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
5 incurred by CONTRACTOR.

6 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
7 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
8 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
9 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
10 the year-to-date actual cost incurred by CONTRACTOR.

11 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
12 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the
13 month. Invoices received after the due date may not be paid within the same month. Payments to
14 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
15 the correctly completed invoice.

16 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
17 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
18 canceled checks, receipts, receiving records, and records of services provided.

19 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
20 with any provision of the Agreement.

21 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
22 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
23 specifically agreed upon in a subsequent Agreement.

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

26 27 **IV. REPORTS**

28 A. CONTRACTOR shall maintain records and make statistical reports as required by
29 ADMINISTRATOR on forms provided by either agency.

30 **B. FISCAL**

31 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
32 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
33 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
34 in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or
35 deviations to any approved budget line item must be approved in advance and in writing by
36 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost
37 //

1 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
2 later than twenty (20) calendar days following the end of the month being reported.

3 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
4 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
5 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
6 Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and
7 revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include
8 a projection narrative justifying the year-end projections. Year-End Projection Reports shall be
9 submitted in conjunction with the Monthly Expenditure and Revenue Reports.

10 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
11 These reports shall contain required information, and be on a form acceptable to, or provided by,
12 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days
13 following the end of the month being reported. CONTRACTOR must request in writing any extensions
14 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
15 total extension will not exceed more than five (5) calendar days.

16 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
17 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
18 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
19 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
20 CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of the events
21 and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of
22 licenses and/or certifications, changes in population served and reasons for any such changes.
23 CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly
24 scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing
25 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being
26 taken to achieve satisfactory progress.

27 E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents
28 affecting the physical and/or emotional welfare of members, including but not limited to serious
29 physical harm to self or others, serious destruction of property, developments, etc., and which may raise
30 liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours
31 of any such serious adverse incident, and complete a Special Incident Report in accordance with
32 guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any
33 special incidents, conditions, or issues that adversely affect the quality or accessibility of member-
34 related services provided by, or under contract with, COUNTY as identified in the ADMINISTRATOR
35 Policies and Procedures (P&Ps).

36 F. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make
37 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as

1 they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information
2 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

3 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 Reports Paragraph of this Exhibit A to the Agreement.

5 6 **V. SERVICES**

7 A. CONTRACTOR shall serve as a drop-in reentry center for clients being released from the
8 county jails during scheduled release times (Monday – Sunday, 0600-1700 hours) and provide on-call
9 services for unscheduled weekday and weekend releases.

10 B. CONTRACTOR shall provide a team of Peer Navigators who meet, greet, and transport clients
11 being released from jail back to their office's Safe Haven and Recovery Center so that they may receive
12 food, clothing, and other basic necessities. Services will apply to scheduled release times (Monday –
13 Sunday, 0600-1700 hours) in addition to unscheduled weekday and weekend releases on an on-call
14 basis.

15 C. CONTRACTOR shall support clients with acquiring access to the following:

- 16 1. Housing services/placement to include recuperative care.
- 17 2. Mental health counseling.
- 18 3. Support group placement
- 19 4. Workforce development.
- 20 5. Medi-Cal enrollment according to the stated needs of the client.

21 22 **VI. STAFFING**

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

- 28 1. Designate the responsible position(s) in your organization for managing the funds allocated
29 to this program.
- 30 2. Maximize the use of the allocated funds;
- 31 3. Ensure timely and accurate reporting;
- 32 4. Maintain appropriate staffing levels;
- 33 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
34 staff's position.
- 35 6. Effectively communicate and monitor the program for its success;
- 36 7. Maintain communication between the CONTRACT key staff and Program Administrators;
- 37 and,

1 8. Act quickly to identify and solve problems.

2 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the
3 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)
4 served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include,
5 but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;
6 recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,
7 and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are
8 physically challenged.

9 C. CONTRACTOR shall provide a minimum of Ten (10) Full-Time Equivalents (FTEs) continuously
10 throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours
11 work per week.

12 D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
13 Director and other administrative positions, which will include, but not be limited to, an application for
14 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
15 applicable), pay rate and evaluations justifying pay increases.

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

18 F. CONTRACTOR shall continuously meet all of the following requirements through the duration
19 of this Contract.

20 1. Have been duly organized, in existence, and in good standing for at least six months prior to
21 the effective date of its fiscal agreement with the BSCC or with the CESF grantee.

22 2. non-governmental entities that have recently reorganized or have merged with other
23 qualified non-governmental entities that were in existence prior to the six-month date are also eligible,
24 provided all necessary agreements have been executed and filed with the California Secretary of State
25 prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor
26 fiscal agreement.

27 3. Be registered with the California Secretary of State’s Office, if applicable;

28 4. Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID
29 (if sole proprietorship);

30 5. Have any other state or local licenses or certifications necessary to provide the services
31 requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

32 6. Have a physical address.

33 //

34 //

35 //

36 //

37 //

1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 ENHANCED CARE COORDINATION SERVICES FOR REENTRY DURING COVID
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CHARITABLE VENTURES OF ORANGE COUNTY
8 JULY 13, 2021 THROUGH JANUARY 31, 2022
9

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

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

13 A. DEFINITIONS

14 1. "Breach" means the acquisition, access, use, or disclosure of (Private Health Information)
15 PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or
16 privacy of the PHI.

17 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

6 5. "Protected Health Information" or "PHI" shall have the meaning given to such term under the
7 HIPAA regulations in 45 CFR § 160.103.

8 6. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
9 Rule in 45 CFR § 164.103.

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

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

17 9. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
18 45 CFR § 160.103.

19 10. "Technical safeguards" means the technology and the policy and procedures for its use that
20 protect electronic PHI and control access to it.

21 11. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
22 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
23 methodology specified by the Secretary of Health and Human Services in the guidance issued on the
24 HHS Web site.

25 26 B. TERMS OF CONTRACT

27 1. Permitted Uses and Disclosures of PHI by CONTRACTOR. Except as otherwise indicated
28 in this Exhibit, CONTRACTOR may use or disclose PHI only to perform functions, activities, or
29 services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or
30 disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

31 2. Responsibilities of CONTRACTOR

32 CONTRACTOR agrees:

33 a. Nondisclosure. Not to use or disclose PHI other than as permitted or required by this
34 Personal Information Privacy and Security Contract or as required by applicable state and federal law.

35 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
36 physical safeguards to protect the security, confidentiality and integrity of PHI, to protect against
37 anticipated threats or hazards to the security or integrity of PHI, and to prevent use or disclosure of PHI

1 other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR
2 shall develop and maintain a written information privacy and security program that include
3 administrative, technical and physical safeguards appropriate to the size and complexity of
4 CONTRACTOR's operations and the nature and scope of its activities, which incorporate the
5 requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies
6 upon request.

7 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
8 systems containing PHI. CONTRACTOR shall protect paper documents containing PHI. These steps
9 shall include, at a minimum:

10 1) Complying with all of the data system security precautions listed in Paragraph E of
11 the Business Associate Contract, Exhibit B to the Contract; and

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

16 3) If the data obtained by CONTRACTOR from COUNTY includes PHI,
17 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
18 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
19 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
20 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
21 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
22 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
23 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
24 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides PHI
25 agree to the same requirements for privacy and security safeguards for confidential data that apply to
26 CONTRACTOR with respect to such information.

27 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
28 that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR or its subcontractors
29 in violation of this Personal Information Privacy and Security Contract.

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

34 f. Availability of Information. To make PHI available to the DHCS and/or COUNTY for
35 purposes of oversight, inspection, amendment, and response to requests for records, injunctions,
36 judgments, and orders for production of PHI. If CONTRACTOR receives PHI, upon request by
37 COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all

1 employees, contractors and agents who have access to PHI, including employees, contractors and agents
2 of its subcontractors and agents.

3 g. Cooperation with COUNTY. With respect to PHI, to cooperate with and assist the
4 COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
5 CIPA including, but not limited to, accounting of disclosures of PHI, correction of errors in PHI,
6 production of PHI, disclosure of a security breach involving PHI and notice of such breach to the
7 affected individual(s).

8 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
9 agrees to implement reasonable systems for the discovery of any breach of unsecured PHI or security
10 incident. CONTRACTOR agrees to give notification of any beach of unsecured PHI or security
11 incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

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

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EXHIBIT C
CERTIFICATION REGARDING ANTI-LOBBYING

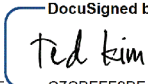
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, City Net, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
 7/7/2021
C7CBFFF9BF47455...
Signature of Contractor's Authorized Official Date
Ted Kim Chief Financial Officer

Name and Title of Contractor's Authorized Official

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