

1 CONTRACT FOR PROVISION OF
 2 HOMELESS BRIDGE HOUSING SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 FRIENDSHIP SHELTER, INC.
 7 JULY 1, 2023 THROUGH JUNE 30, 2026
 8

9 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and FRIENDSHIP
 11 SHELTER, INC., a California for profit/non-profit corporation (CONTRACTOR). COUNTY and
 12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
 13 "Parties." This Contract shall be administered by the County of Orange Health Care Agency
 14 (ADMINISTRATOR).
 15

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Homeless
 18 Bridge Housing Services described herein to the residents of Orange County; and

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

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

23 //
 24 //
 25 //
 26 //
 27 //
 28 //
 29 //
 30 //
 31 //
 32 //
 33 //
 34 //
 35 //
 36 //
 37 //

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|--------------------|
| Title Page | 1 |
| Table of Contents..... | 2 |
| Referenced Contract Provisions | 4 |
| I. Acronyms..... | 5 |
| II. Alteration of Terms | 6 |
| III. Assignment of Debts..... | 6 |
| IV. Compliance | 7 |
| V. Confidentiality | 11 |
| VI. Conflict of Interest | 11 |
| VII. Cost Report | 12 |
| VIII. Debarment and Suspension Certification..... | 14 |
| IX. Delegation, Assignment and Subcontracts | 15 |
| X. Dispute Resolution..... | 17 |
| XI. Employee Eligibility Verification | 17 |
| XII. Equipment..... | 18 |
| XIII. Facilities, Payments and Services | 19 |
| XIV. Indemnification and Insurance..... | 19 |
| XV. Inspections and Audits..... | 24 |
| XVI. Licenses and Laws | 25 |
| XVII. Literature, Advertisements and Social Media..... | 26 |
| XVIII. Amount Not to Exceed..... | 27 |
| XIX. Minimum Wage Laws..... | 27 |
| XX. Nondiscrimination | 27 |
| XXI. Notices..... | 30 |
| XXII. Notification of Death..... | 30 |
| XXIII. Notification of Public Events and Meetings..... | 31 |
| XXIV. Records Management and Maintenance..... | 31 |
| XXV. Research and Publication | 33 |
| XXVI. Revenue | 33 |
| XXVII. Severability..... | 34 |
| XXVIII. Special Provisions..... | 34 |
| XXIX. Status of Contractor..... | 35 |
| XXX. Term..... | 35 |
| XXXI. Termination..... | 36 |

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|--------------------|
| XXXII. Third Party Beneficiary..... | 37 |
| XXXIII. Waiver of Default or Breach..... | 38 |
| Signature Page | 39 |

EXHIBIT A

| | |
|--------------------------------------|----|
| I. Common Terms and Definitions..... | 1 |
| II. Budget..... | 5 |
| III. Payments..... | 6 |
| IV. Reports..... | 7 |
| V. Services..... | 9 |
| VI. Staffing | 12 |

EXHIBIT B

| | |
|--------------------------------------|---|
| I. Business Associate Contract | 1 |
|--------------------------------------|---|

EXHIBIT C

| | |
|--|---|
| I. Personal Information Privacy and Security Contract..... | 1 |
|--|---|

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2023 through June 30, 2026

Period One means the period from July 1, 2023 through June 30, 2024

Period Two means the period from July 1, 2024 through June 30, 2025

Period Three means the period from July 1, 2025 through June 30, 2026

Maximum Obligation:

Period One Maximum Obligation: \$ 402,123

Period Two Maximum Obligation: \$ 445,848

Period Three Maximum Obligation: \$ 456,924

TOTAL MAXIMUM OBLIGATION: \$1,304,895

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: CE4UE7M3SGA5

CONTRACTOR TAX ID Number: 33-0219404

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: Friendship Shelter, Inc.
PO Box 4252
Laguna Beach, CA 92652
Dawn Price, Executive Director
dprice@friendshipshelter.org

//
//
//
//

I. ACRONYMS

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

| | | |
|----|---------------|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | A. AES | Advanced Encryption Standard |
| 5 | B. ARRA | American Recovery and Reinvestment Act of 2009 |
| 6 | C. CAP | Corrective Action Plan |
| 7 | D. CCC | California Civil Code |
| 8 | E. CCR | California Code of Regulations |
| 9 | F. CFR | Code of Federal Regulations |
| 10 | G. CEO | County Executive Office |
| 11 | H. CFR | Code of Federal Regulations |
| 12 | I. CHPP | COUNTY HIPAA Policies and Procedures |
| 13 | J. CHHS | California Health and Human Services Agency |
| 14 | K. CMPPA | Computer Matching and Privacy Protection Act |
| 15 | L. COI | Certificate of Insurance |
| 16 | M. DHCS | California Department of Health Care Services |
| 17 | N. DRS | Designated Record Set |
| 18 | O. E-Mail | Electronic Mail |
| 19 | P. EHR | Electronic Health Records |
| 20 | Q. ePHI | Electronic Protected Health Information |
| 21 | R. EPSDT | Early and Periodic Screening, Diagnosis, and Treatment |
| 22 | S. FFS | Fee For Service |
| 23 | T. FIPS | Federal Information Processing Standards |
| 24 | U. FTE | Full Time Equivalents |
| 25 | V. GAAP | Generally Accepted Accounting Principles |
| 26 | W. HCA | County of Orange Health Care Agency |
| 27 | X. HHS | Health and Human Services |
| 28 | Y. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public |
| 29 | | Law 104-191 |
| 30 | Z. HITECH Act | Health Information Technology for Economic and Clinical Health |
| 31 | | Act, Public Law 111-005 |
| 32 | AA. HSC | California Health and Safety Code |
| 33 | AB. IEA | Information Exchange Agreement |
| 34 | AC. IRIS | Integrated Records and Information System |
| 35 | AD. ISO | Insurance Services Office |
| 36 | AE. LPS | Lanterman/Petris/Short (Act) |
| 37 | AF. MHP | Mental Health Plan |

| | | |
|----|-----------|---|
| 1 | AG. MHIS | Mental Health Inpatient Services |
| 2 | AH. NIST | National Institute of Standards and Technology |
| 3 | AI. NPI | National Provider Identifier |
| 4 | AJ. NPP | Notice of Privacy Practices |
| 5 | AK. NPI | National Provider Identifier |
| 6 | AL. OIG | Office of Inspector General |
| 7 | AM. OMB | Office of Management and Budget |
| 8 | AN. OPM | Office of Personnel Management |
| 9 | AO. P&P | Policy and Procedure |
| 10 | AP. PC | California Penal Code |
| 11 | AQ. PHI | Protected Health Information |
| 12 | AR. PII | Personally Identifiable Information |
| 13 | AS. PRA | California Public Records Act |
| 14 | AT. SIR | Self-Insured Retention |
| 15 | AU. SNF | Skilled Nursing Facility |
| 16 | AV. SSA | Social Services Agency |
| 17 | AW. STP | Special Treatment Program |
| 18 | AX. TBS | Therapeutic Behavioral Services |
| 19 | AY. TRC | Therapeutic Residential Center |
| 20 | AZ. UMDAP | Uniform Method of Determining Ability to Pay |
| 21 | BA. UOS | Unit of Service |
| 22 | BB. USC | United States Code |
| 23 | BC. WIC | State of California Welfare and Institutions Code |

II. ALTERATION OF TERMS

A. This Contract, together with Exhibit(s) A, B, and C, attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.

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

III. ASSIGNMENT OF DEBTS

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

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

6 **IV. COMPLIANCE**

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

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

13 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
14 compliance program, code of conduct and any compliance related policies and procedures.
15 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
16 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
17 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
18 this Contract. These elements include:

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

26 3. If CONTRACTOR does not provide proof of its own compliance program to
27 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
28 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
29 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
30 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
31 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
32 ADMINISTRATOR's annual compliance training to ensure proper compliance.

33 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
34 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
35 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
36 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
37 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a

1 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if
2 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
3 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
4 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
5 CONTRACTOR shall revise its compliance program and code of conduct to meet
6 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
7 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

8 5. Upon written confirmation from ADMINISTRATOR's compliance officer that
9 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
10 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
11 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,
12 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
13 Program.

14 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
15 retained to provide services related to this Contract monthly to ensure that they are not designated as
16 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
17 Services Administration's Excluded Parties List System or System for Award Management, the Health
18 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
19 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
20 Master File at the date of employment, and/or any other list or system as identified by
21 ADMINISTRATOR.

22 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
23 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
24 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
25 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
26 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
27 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
28 CONTRACTOR has elected to use its own).

29 2. An Ineligible Person shall be any individual or entity who:
30 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
31 federal and state health care programs; or
32 b. has been convicted of a criminal offense related to the provision of health care items or
33 services and has not been reinstated in the federal and state health care programs after a period of
34 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

25 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
26 Compliance Training available to Covered Individuals.

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

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

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

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

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instruction on group training completion while

1 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
2 CONTRACTOR shall provide copies of the certifications.

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

5 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
6 Individuals relative to this Contract. This includes compliance with federal and state healthcare
7 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
8 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

18 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

35 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
36 participate in the quality improvement activities developed in the implementation of the Quality
37 Management Program.

1 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
2 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
3 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
4 §1810.410.subds. (c)-(d)).

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

11 **V. CONFIDENTIALITY**

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

15 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
16 are Clients of the Orange County Mental Health services system, and therefore it may be necessary for
17 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding
18 specific Clients with COUNTY or other providers of related services contracting with COUNTY.

19 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
20 consents for the release of information from all persons served by CONTRACTOR pursuant to this
21 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
22 Part 2.6, relating to confidentiality of medical information.

23 3. In the event of a collaborative service agreement between Mental Health services providers,
24 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
25 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

33 **VI. CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
35 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
36
37

1 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
2 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be
3 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
4 providing or offering gifts, entertainment, payments, loans or other considerations which could be
5 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
6 their duties.

7 8 **VII. COST REPORT**

9 A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period
10 One, Period Two, and Period Three, or for a portion thereof, to COUNTY no later than sixty (60)
11 calendar days following the period for which they are prepared or termination of this Contract.
12 CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all
13 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
14 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
15 centers, services, and funding sources in accordance with such requirements and consistent with prudent
16 business practice, which costs and allocations shall be supported by source documentation maintained
17 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the
18 event CONTRACTOR has multiple Contracts for mental health services that are administered by HCA,
19 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
20 stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to
21 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all
22 individual Cost Reports to be incorporated into a consolidated Cost Report.

23 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
24 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to
25 impose one or both of the following:

26 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
27 business day after the above specified due date that the accurate and complete individual and/or
28 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion
29 of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
30 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

31 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
32 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the
33 accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

34 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
35 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
36 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
37 unreasonably denied.

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

6 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
 7 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
 8 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
 9 or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
 10 Report shall be the final financial record for subsequent audits, if any.

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

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

29 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
 30 services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the
 31 aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
 32 difference, provided such payment does not exceed the Total Amount Not to Exceed of COUNTY.

33 F. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
 34 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
 35 CONTRACTOR.

36 //
 37 //

1 G. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
2 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the individual
3 and/or consolidated Cost Report the services rendered with such revenues.

4 H. All Cost Reports shall contain the following attestation, which may be typed directly on or
5 attached to the Cost Report:

6
7 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
8 supporting documentation prepared by _____ for the cost report period
9 beginning _____ and ending _____ and that, to the best of my
10 knowledge and belief, costs reimbursed through this Contract are reasonable and
11 allowable and directly or indirectly related to the services provided and that this Cost
12 Report is a true, correct, and complete statement from the books and records of
13 (provider name) in accordance with applicable instructions, except as noted. I also
14 hereby certify that I have the authority to execute the accompanying Cost Report.

15
16 Signed _____
17 Name _____
18 Title _____
19 Date _____"

20
21 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

22 A. CONTRACTOR certifies that it and its principals:

23 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
24 voluntarily excluded by any federal department or agency.

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

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

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

36 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
37 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,

1 | suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
2 | authorized by the State of California.

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

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

9 |
10 | **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

16 | B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s
17 | business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
18 | new owners shall be required under the terms of sale or other instruments of transfer to assume
19 | CONTRACTOR’s duties and obligations contained in this Contract and complete them to the
20 | satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
21 | part, without the prior written consent of COUNTY.

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

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

34 | 3. If CONTRACTOR is a governmental organization, any change to another structure,
35 | including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
36 | of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
37 | //

1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
2 this subparagraph shall be void.

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

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

11 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
12 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
13 COUNTY for the provision of services under the Contract.

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

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

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

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

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

30 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
31 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also
32 obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against
33 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the
34 Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may
35 arise prior to or during the period of Contract performance. While CONTRACTOR will be required to
36 provide this information without prompting from COUNTY any time there is a change in
37 //

1 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
2 update to COUNTY of its status in these areas whenever requested by COUNTY.

3 4 **X. DISPUTE RESOLUTION**

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

9 1. CONTRACTOR shall submit to the COUNTY Purchasing Agent a written demand for a
10 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
11 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
12 decision.

13 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
14 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
15 a written statement signed by an authorized representative indicating that the demand is made in good
16 faith, that the supporting data are accurate and complete, and that the amount requested accurately
17 reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

18 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
19 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
20 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
21 diligently shall be considered a material breach of this Contract.

22 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
23 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
24 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
25 a final decision adverse to CONTRACTOR's contentions.

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

33 34 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

35 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
36 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
37 and consultants performing work under this Contract meet the citizenship or alien status requirements

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

7 8 **XII. EQUIPMENT**

9 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
10 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
11 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
12 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
13 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
14 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
15 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
16 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
17 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
18 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
19 according to GAAP.

20 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
21 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
22 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
23 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
24 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
25 purchased asset in an Equipment inventory.

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

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

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

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

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

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

11 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

17 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
18 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed
19 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Amount Not
20 to Exceed for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
21 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
22 services, staffing, facilities or supplies.
23

24 **XIV. INDEMNIFICATION AND INSURANCE**

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

36 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
37 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary

1 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
 2 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
 3 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
 4 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
 5 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

31 F. QUALIFIED INSURER

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

37 //

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

26 H. REQUIRED COVERAGE FORMS

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

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

31 I. REQUIRED ENDORSEMENTS

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

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

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

4 2. The Network Security and Privacy Liability policy shall contain the following
5 endorsements which shall accompany the COI:

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

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

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

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

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

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

26 N. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
27 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
28 the completion of the Contract.

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

31 P. Insurance certificates should be forwarded to the agency/department address specified in the
32 Referenced Contract Provisions of this Contract.

33 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
34 days of notification by CEO/Purchasing or the agency/department purchasing division, it shall constitute
35 a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
36 this Contract.

37 //

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

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

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

13 U. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:
15 a. Prior to the start date of this Contract.
16 b. No later than the expiration date for each policy.
17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
18 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

37 //

XV. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall to
5 the extent permissible under applicable law have access to any books, documents, and records, including
6 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
7 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
8 a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
9 transcripts during the periods of retention set forth in the Records Management and Maintenance
10 Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the
11 services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

16
17 1. Following an audit report, in the event of non-compliance with applicable laws and
18 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
19 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
20 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
21 (30) calendar days after receiving notice from ADMINISTRATOR.

22 2. If the audit reveals that money is payable from one Party to the other, that is,
23 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
24 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
25 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
26 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
27 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
28 amount not to exceed the reimbursement due COUNTY.

29 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
30 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
31 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
32 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
33 calendar days of receipt.

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

XVI. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall,
3 throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates,
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
5 required by the laws, regulations and requirements of the United States, the State of California,
6 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
7 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
8 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
9 and exemptions. Said inability shall be cause for termination of this Contract.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10
11 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
12 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
13 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
14 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
15 the Contract and failure to cure such breach within sixty (60) calendar days of notice from the
16 COUNTY shall constitute grounds for termination of the Contract.

17 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
18 of the award of this Contract:

19 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
20 number, and residence address;

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

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

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

- 30 1. ARRA of 2009.
- 31 2. Trafficking Victims Protection Act of 2000.
- 32 3. WIC, Division 5, Community Mental Health Services.
- 33 4. WIC, Division 6, Admissions and Judicial Commitments.
- 34 5. WIC, Division 7, Mental Institutions.
- 35 6. HSC, §§1250 et seq., Health Facilities.
- 36 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 37 8. CCR, Title 9, Rehabilitative and Developmental Services.

- 1 9. CCR, Title 17, Public Health.
- 2 10. CCR, Title 22, Social Security.
- 3 11. CFR, Title 42, Public Health.
- 4 12. CFR, Title 45, Public Welfare.
- 5 13. USC Title 42. Public Health and Welfare.
- 6 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 7 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 8 16. 42 USC §1857, et seq., Clean Air Act.
- 9 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 10 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 11 19. Policies and procedures set forth in Mental Health Services Act.
- 12 20. Policies and procedures set forth in DHCS Letters.
- 13 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 14 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 15 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 16 Federal Awards.
- 17 23. 42 CFR, Section 438, Managed Care Regulations

18 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

28 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
29 available social media sites) in support of the services described within this Contract, CONTRACTOR
30 shall develop social media policies and procedures and have them available to ADMINISTRATOR
31 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
32 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
33 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
34 media developed in support of the services described within this Contract. CONTRACTOR shall also
35 include any required funding statement information on social media when required by
36 ADMINISTRATOR.
37

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

3
4 **XVIII. MAXIMUM OBLIGATION**

5 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
6 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
7 the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

8 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
9 percent (10%) of Period One funding for this Contract.

10
11 **XIX. MINIMUM WAGE LAWS**

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

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

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

26
27 **XX. NONDISCRIMINATION**

28 **A. EMPLOYMENT**

29 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
30 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
31 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
32 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
33 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
34 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
35 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
36 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,

37 //

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
2 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

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

37 1. Denying a Client or potential Client any service, benefit, or accommodation.

1 2. Providing any service or benefit to a Client which is different or is provided in a different
2 manner or at a different time from that provided to other Clients.

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

5 4. Treating a Client differently from others in satisfying any admission requirement or
6 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
7 any service and/or benefit.

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

9 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
10 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all
11 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
12 ADMINISTRATOR.

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

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

19 b. Throughout the problem resolution and grievance process, Client rights shall be
20 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.
21 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

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

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

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

37 //

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

6 **XXI. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

27 **XXII. NOTIFICATION OF DEATH**

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

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

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

36 2. WRITTEN NOTIFICATION

37 //

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

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

7 c. When notification via encrypted email is not possible or practical CONTRACTOR may
8 hand deliver or fax to a known number said notification.

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

13
14 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

22
23 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

27 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
28 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
29 records shall include, but not be limited to, individual patient charts and utilization review records.

30 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
31 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
32 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

33 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
34 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
35 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
36 principles of reimbursement and GAAP.

37 //

1 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
2 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
3 necessity of the service, and the quality of care provided. Records shall be maintained in accordance
4 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

16 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
17 following discharge of the participant, client and/or patient.

18 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
19 billings, and revenues available at one (1) location within the limits of the County of Orange. If
20 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
21 written approval to CONTRACTOR to maintain records in a single location, identified by
22 CONTRACTOR.

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

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

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

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

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

35 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
36 with the terms of this Contract and common business practices. If documentation is retained
37 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

3
4 **XXVII. SEVERABILITY**

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

10
11 **XXVIII. SPECIAL PROVISIONS**

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

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

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

- 36 1. Funding travel or training (excluding mileage or parking).

37 //

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

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

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

6 5. Purchasing or improving land, including constructing or permanently improving any
7 building or facility, except for tenant improvements.

8 6. Providing inpatient hospital services or purchasing major medical equipment.

9 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
10 funds (matching).

11 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
12 CONTRACTOR's Clients.

13
14 **XXIX. STATUS OF CONTRACTOR**

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

26
27 **XXX. TERM**

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

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

36 //

37 //

XXXI. TERMINATION

1
2 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
3 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
4 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
5 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
6 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
7 resolved and/or the Contract could be terminated.

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

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

C. CONTINGENT FUNDING

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

33
34 D. In the event this Contract is suspended or terminated prior to the completion of the term as
35 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
36 sole discretion, reduce the Total Amount Not To Exceed of this Contract to be consistent with the
37 reduced term of the Contract.

- 1 E. In the event this Contract is terminated CONTRACTOR shall do the following:
- 2 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 3 is consistent with recognized standards of quality care and prudent business practice.
- 4 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 5 performance during the remaining contract term.
- 6 3. Until the date of termination, continue to provide the same level of service required by this
- 7 Contract.
- 8 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 9 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 10 orderly transfer.
- 11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
- 12 Client's best interests.
- 13 6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 14 with directions provided by ADMINISTRATOR.
- 15 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 16 supplies purchased with funds provided by COUNTY.
- 17 8. To the extent services are terminated, cancel outstanding commitments covering the
- 18 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 19 commitments which relate to personal services. With respect to these canceled commitments,
- 20 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 21 arising out of such cancellation of commitment which shall be subject to written approval of
- 22 ADMINISTRATOR.
- 23 9. Provide written notice of termination of services to each Client being served under this
- 24 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
- 25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
- 26 day period.

27 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written

28 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

29 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

30

31 **XXXII. THIRD PARTY BENEFICIARY**

32 Neither Party hereto intends that this Contract shall create rights hereunder in third parties

33 including, but not limited to, any subcontractors or any Clients provided services pursuant to this

34 Contract.

35 //

36 //

37 //

XXXIII. WAIVER OF DEFAULT OR BREACH

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

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

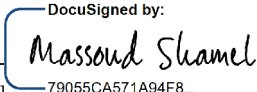
3
4 FRIENDSHIP SHELTER, INC.

5
6 BY:  _____ DATED: 3/9/2023
7
8
9 TITLE: Executive Director

10
11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

21
22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA

26
27 BY:  _____ DATED: 3/9/2023
28
29 DEPUTY

30
31
32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 TO CONTRACT FOR PROVISION OF
3 HOMELESS BRIDGE HOUSING SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 FRIENDSHIP SHELTER, INC.
8 JULY 1, 2023 THROUGH JUNE 30, 2026
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

13 8. FSPs

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

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

1 15) Family and Peer Support; and

2 16) Supportive Socialization and meaningful community roles.

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

12 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
13 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
14 of service for which payment is claimed. Any apportionment of or distribution of costs, including
15 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
16 be made in accordance with GAAP, and Medicare regulations. The Consumer eligibility determination
17 and fee charged to and collected from Consumers, together with a record of all billings rendered and
18 revenues received from any source, on behalf of Consumers treated pursuant to the Agreement, must be
19 reflected in CONTRACTOR’s financial records.

20 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
21 Budget Paragraph of this Exhibit A to the Agreement.

22 **III. PAYMENTS**

23
24 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$33,510
25 per month for Period One, \$37,154 per month for Period Two and \$38,077 per month for Period Three.
26 All payments are interim payments only, and subject to Final Settlement in accordance with the Cost
27 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost
28 of providing the services hereunder; provided, however, the total of such payments do not exceed the
29 Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and
30 provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal
31 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for
32 which the provisional amount specified above has not been fully paid.

33 1. In support of the monthly invoices, 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 //

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

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

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include total bed days, DSH and number of Clients by program. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR

//

1 must request in writing any extensions to the due date of the monthly required reports. If an extension is
2 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

10 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
11 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
12 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
13 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
14 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
15 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
16 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
17 extension will not exceed more than five (5) calendar days.

18 D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly
19 census reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
20 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR
21 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will
22 be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for
23 CONTRACTOR to respond to request.

24 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably
25 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
26 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least
27 thirty (30) calendar days' notice if such additional reports are required, and shall explain any procedures
28 for reporting the required information.

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

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

37 //

V. SERVICES

1
2 A. INDIVIDUALS TO BE SERVED – single adults eighteen (18) years or older who are living
3 with serious mental illness (SMI) and/or co-occurring disorder, who are experiencing homelessness and
4 actively participating in services at a Mental Health and Recovery Services, Adult and Older Adult,
5 County, County contracted outpatient clinic and contracted Full Service Partnerships. In the case of
6 couples or families, at least one (1) adult member of the household must meet the diagnostic
7 requirement. The individual or household combined income cannot exceed thirty percent (30%) of Area
8 Median Income (AMI). Bridge Housing Re-Entry will serve adults 18 years and older who have a
9 mental health and/or substance use disorder and are involved in the criminal justice system and actively
10 participating in Project Kinship.

11 1. CONTRACTOR shall provide Bridge Housing services to adults and older adults as
12 described above, who are homeless with (SMI) and/or co-occurring disorder, referred by County and
13 County-contracted clinics, HCA's Outreach and Engagement Team and other referral sources approved
14 by ADMINISTRATOR. The contractor shall assist clients who have a housing voucher upon entrance
15 in the Bridge program locate a housing unit. For individuals who enter the program without a unit,
16 contractor will work in collaboration with the assigned Plan Coordinator to develop a housing plan.

17 2. CONTRACTOR shall assist Clients in developing an individualized housing plan. This
18 includes referring to the Coordinated Entry System (CES)/Homeless Management Information System
19 (HMIS), if applicable and coordinating matches to appropriate housing resources. Clients may no
20 longer be eligible for Bridge Housing services in the following circumstances: once housing has been
21 located, a lease has been signed, and the Client has occupied the new unit, or when income exceeds
22 thirty percent (30%) of AMI. Extensions and exceptions may be considered and must be approved by
23 the ADMINISTRATOR.

24 3. CONTRACTOR shall provide life skills and independent living skills training to facilitate
25 the Client's transition to an independent living arrangement such as: use of public transportation,
26 grooming/hygiene, dressing for success, laundry, care and management of belongings, housekeeping,
27 meal planning and preparation, making household or personal item purchases and money management,
28 use of community resources, and leisure time management. Skills training may be provided in group
29 and/or individual modalities.

30 4. CONTRACTOR shall provide medication support to include:
31 a. Training to educate staff on effects and side-effects of psychotropic medications;
32 b. Encouraging Clients to know what medications and dosages they are taking and the
33 importance of remaining compliant with medication as well as to help them recognize the potential side
34 effects and dangers of combining medications with other substances;
35 c. Monitoring medication compliance, and working cooperatively and effectively with the
36 Client's prescribing physician;
37 d. Providing proper medication storage; and

1 e. Ensuring that Clients remain compliant with all aspects of their physical and mental
2 health, such as making and keeping appointments.

3 5. CONTRACTOR shall assist Clients in developing skills to manage interpersonal behaviors
4 that could interfere with their ability to remain independently housed within the community. This
5 includes interacting with staff, housemates, and/or landlords, maintaining their personal space in good
6 order, and being a good neighbor.

7 6. CONTRACTOR shall monitor for specific signs of psychiatric decomposition or relapse
8 and be prepared to implement appropriate corrective action in coordination with assigned clinic staff if
9 needed.

10 7. CONTRACTOR shall provide basic ingredients for preparing at least a nutritious breakfast
11 and lunch per day. Clients shall be responsible for preparing their own breakfast and lunch, but
12 contractor shall provide basic staples and an equipped kitchen. Provider shall make provisions for
13 residents to safely store any personal food items, both in the refrigerator and a section of pantry or
14 cabinet storage. The CONTRACTOR shall provide one (1) nutritious warm meal in the evening for all.
15 Residents shall be encouraged to participate in the preparation and clean-up of all meals.

16 8. CONTRACTOR shall provide linkage/coordination to transportation for medical and case
17 management appointments, appointments with potential landlords, shopping, and other needs.

18 9. CONTRACTOR shall facilitate weekly house meetings, assign and oversee daily basic
19 Client chores; Clients shall participate in establishing the weekly facility meeting which encourages
20 residents to provide input into the operations of the facility that includes, but is not limited to, activities,
21 house rules, and resolution of disputes/disagreements. CONTRACTOR shall, with the collaboration of
22 assigned Plan Coordinators/Case Manager, provide crisis intervention, benefit acquisition or
23 reinstatement, document readiness, and linkage to vocational and/or educational assessment/services.

24 10. CONTRACTOR shall assist Clients to secure housing, to find and coordinate housing and
25 ancillary resources in the community. Ensuring that Clients have access/linkage to required apartment
26 items (i.e., refrigerators) if not supplied by the landlord. CONTRACTOR shall assist Clients to locate
27 household items.

28 11. CONTRACTOR may lease/rent and maintain house(s), apartment building(s),
29 apartments/condominiums, motels and/or other housing options.

30 12. CONTRACTOR shall seek to assist the SMI homeless Clients to locate rental units and
31 negotiate leases, CONTRACTOR may seek other housing options for Clients which are deemed
32 appropriate with prior authorization from ADMINISTRATOR.

33 B. FACILITY

34 1. CONTRACTOR shall provide and maintain at least one (1) shared home site for Clients at
35 the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR.

36 //

37 //

1335 SOUTH COAST HIGHWAY
LAGUNA BEACH, CA 92651

2
3
4 2. Additional homes may be added after the first homes have stabilized, and there is a
5 demonstrated need for additional beds. Homes may be located anywhere in Orange County as long as
6 public transportation is easily accessible. If there are multiple homes, they should be located throughout
7 the County where the biggest geographical demand exists.

8 3. The Bridge Housing site(s) must meet any municipal requirements for their locales and may
9 be subject to inspection. The facility should be in an area readily accessible by public transportation,
10 and should include the following:

- 11 a. Private or semi-private bedroom for each Client. More than two people to a room may
12 be arranged with prior ADMINISTRATOR approval;
- 13 b. Kitchen area including refrigerator, stove, oven, and sink;
- 14 c. Dining area;
- 15 d. Central living area or group room with an appropriate capacity for group meetings,
16 activities or visitors; and
- 17 e. An outdoor recreation area.

18 4. CONTRACTOR shall provide furniture for each Client, which shall include a twin bed,
19 dressers, end tables and lamps. Other furnishings shall include, but are not limited to, a sofa, coffee
20 table, dining table and chairs, and a television.

21 5. CONTRACTOR shall have a policy and procedure to prevent and eradicate bedbugs.

22 6. CONTRACTOR shall purchase supplies for the house, including, but not limited to: two (2)
23 sets of sheets per bed, two (2) sets of towels and wash cloths per Client, blankets, pillows, and bed
24 covers for each bed, as well as kitchen and dining equipment.

25 7. CONTRACTOR shall provide laundry equipment and supplies and personal hygiene items
26 for each Client.

27 8. CONTRACTOR shall provide necessary basic pantry items as stated in Section V.A.7.

28 9. CONTRACTOR shall be responsible for maintaining the condition and cleanliness of the
29 house and surrounding grounds.

30 10. CONTRACTOR shall provide a secure drug-free environment.

31 11. CONTRACTOR shall be responsible for negotiating the leases and ensuring that the leased
32 units remain in good condition.

33 C. Performance OUTCOMES

34 1. A minimum of fifty percent (50%) of clients to secure permanent housing within one year
35 of entering the Bridge Housing Program.

36 //

37 //

1 housing leads, identifying landlords willing to work with the population, creating suitable housing
 2 options from available stock, working with landlords to develop positive relationships, assisting Clients
 3 to be document ready for housing interviews, and assisting with transportation for housing search
 4 purposes. Staff will meet with property managers, coach residents to be successful when meeting with
 5 potential property managers, and prepare them for moving into a unit. Staff may also work to develop
 6 shared housing options for residents. Staff will work in collaboration with the Client's case manager to
 7 ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to
 8 fifteen (15) Clients at any given time.

9 F. If Clients are not connected to supportive services, one (1) or more staff will assist the Clients
 10 with linkage to supportive services in order to receive needed services to initiate recovery from their
 11 disabling condition(s). This includes assisting Case Managers to obtain records needed for benefits
 12 acquisition. Staff will also assist with all housing search activities as described above.

13 G. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
 14 Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall
 15 be equal to an average of forty (40) hours work per week.

| | <u>FTEs</u> |
|---|-------------|
| 18 DIRECT ADMINISTRATION | |
| 19 Executive Director | 0.030 |
| 20 Director of Finance | 0.030 |
| 21 Contracts Manager | 0.025 |
| 22 Payroll and Accounting Administrator | 0.025 |
| 23 Director of Housing and Operations | 0.025 |
| 24 Director of Human Resources | 0.025 |
| 25 Chief Operating Officer | 0.025 |
| 26 Director of Program Development & Compliance | 0.050 |
| 27 Director of Services | 0.050 |
| 28 PROGRAM ADMINISTRATION | |
| 29 Data and IT Manager | 0.025 |
| 30 HMIS Data Associate | 0.025 |
| 31 Compliance Associate | 0.025 |
| 32 DIRECT PROGRAM | |
| 33 Bridge Housing Program Manager | 0.400 |
| 34 Shelter Operations Supervisor | 0.200 |
| 35 Guest Advocate | 2.400 |
| 36 Housing Coordinator/Navigator | 1.000 |
| 37 Housing Locator | 0.600 |

| | | |
|---|-----------------|--------------|
| 1 | Housing Manager | <u>0.100</u> |
| 2 | TOTAL FTEs | 5.000 |

3
4 H. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
5 Director and other administrative positions, which will include, but not be limited to, an application for
6 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
7 applicable), pay rate and evaluations justifying pay increases.

8 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
9 Staffing Paragraph of this Exhibit A to the Agreement.

10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 HOMELESS BRIDGE HOUSING SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 FRIENDSHIP SHELTER, INC.
 8 JULY 1, 2023 THROUGH JUNE 30, 2026

9
 10 **BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

12 1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall
 13 have the same meaning given to such terms under the Health Insurance Portability and Accountability
 14 Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and
 15 Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45
 16 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

22 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
 23 terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined
 24 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities
 25 pursuant to, and as set forth, in the Agreement.

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

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

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

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

11 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under
12 the HIPAA regulations in 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
19 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

36 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
37 a time and manner to be determined by COUNTY, that information collected in accordance with the

1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
11 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
12 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
15 HIPAA Security Rule pertaining to the security of electronic PHI.

16 2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
17 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
18 the same restrictions and requirements contained in this Paragraph D of this Business Associate
19 Contract.

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

23 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

36 3. CONTRACTOR’s notification shall include, to the extent possible:

37 //

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

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

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

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

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

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

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

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

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

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

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

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

1 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
2 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs
3 in addressing the Breach and consequences thereof, including costs of investigation, notification,
4 remediation, documentation or other costs associated with addressing the Breach.

5 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

28 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
29 required by law.

30 G. OBLIGATIONS OF COUNTY

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

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

37 //

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

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

6 H. BUSINESS ASSOCIATE TERMINATION

7 1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the
8 requirements of this Business Associate Contract, COUNTY shall:

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

11 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure
12 the material breach or end the violation within (30) days, provided termination of the Agreement is
13 feasible.

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

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

19 b. CONTRACTOR shall retain no copies of the PHI.

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

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

28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 HOMELESS BRIDGE HOUSING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 FRIENDSHIP SHELTER, INC.
 JULY 1, 2023 THROUGH JUNE 30, 2026

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or

//

1 regulations that require the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

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

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

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

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

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

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

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

34 //
35 //
36 //
37 //