

1 AMENDMENT NO. ~~2~~ 3 TO CONTRACT NO. MA-042-21011445 COVID-19 COMMUNITY
2 OUTREACH AND ENGAGEMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
7 APRIL 13, 2021 THROUGH ~~June 30, 2022~~ JUNE 30, 2023
8

9 THIS CONTRACT entered into this April 13, 2021 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Multi-Ethnic
11 Collaborative of Community Agencies, a California nonprofit corporation (CONTRACTOR).
12 COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or
13 collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health
14 Care Agency or an authorized designee (“ADMINISTRATOR”).
15

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

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

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

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

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

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

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

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

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

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

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

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

15 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19
16 Community Outreach and Engagement Services described herein to the residents of Orange County; and

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

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

21 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19
22 Community Outreach and Engagement Services ; and

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

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

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REFERENCED CONTRACT PROVISIONS

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3 **Term:** 4/13/2021-~~6/30/2022~~6/30/2023
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6

7 **Maximum Obligation:** \$3,500,000
8
9

10
11 **Basis for Reimbursement:** Actual Cost
12
13
14

15 **Payment Method:** Monthly in Arrears
16
17
18

19 **CONTRACTOR DUNS Number:** 06-387-1267
20
21
22

23 **CONTRACTOR TAX ID Number:** 27-1348840
24
25
26

27 **Notices to COUNTY and CONTRACTOR:**
28

29 COUNTY:	County of Orange	CONTRACTOR: Multi-Ethnic
	Health Care Agency	Collaborative of Community Agencies
	Contract Services	1505 17 th St., Ste. 123
	405 West 5th Street, Suite 600	Santa Ana, CA 92705
	Santa Ana, CA 92701-4637	

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I. ACRONYMS

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

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

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

12

13 **II. ALTERATION OF TERMS**

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

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

21

22 **III. ASSIGNMENT OF DEBTS**

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

30

31 **IV. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 **V. CONFIDENTIALITY**

36 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
37 audio and/or video recordings, in accordance with all applicable federal, state and county codes and

1 regulations, as they now exist or may hereafter be amended or changed.

2 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
3 are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be
4 necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange
5 information regarding specific Participants with COUNTY or other providers of related services
6 contracting with COUNTY.

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

10 3. In the event of a collaborative service agreement between providers, CONTRACTOR
11 acknowledges and agrees that it is responsible for obtaining releases of information, from the
12 collaborative agency, for Participants receiving services through the collaborative agreement.

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

20 **VI. CONFLICT OF INTEREST**

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

30 **VII. CORRECTIVE ACTION PLAN**

31 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
32 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
33 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
34 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
35 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the
36 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the
37

1 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
2 material breach and be grounds for termination of this Contract.

4 **VIII. COST REPORT**

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

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

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

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

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

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

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

37 //

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

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

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

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

23
 24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 25 supporting documentation prepared by _____ for the cost report period
 26 beginning _____ and ending _____ and that, to the best of my
 27 knowledge and belief, costs reimbursed through this Contract are reasonable and
 28 allowable and directly or indirectly related to the services provided and that this Cost
 29 Report is a true, correct, and complete statement from the books and records of
 30 (provider name) in accordance with applicable instructions, except as noted. I also
 31 hereby certify that I have the authority to execute the accompanying Cost Report.

32
 33 Signed _____
 34 Name _____
 35 Title _____
 36 Date _____"

1 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

26
27 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
34 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new
35 owners shall be required under the terms of sale or such other instruments of transfer for the assignment
36 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the
37 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
2 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
4 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,
5 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
6 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
7 shall be void.

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

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

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

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

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

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

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

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

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

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

12 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
 2 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
 3 agree to waive any and all rights to request that an action be transferred for adjudication to another
 4 county.

6 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **XIII. EQUIPMENT**

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

29 B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any
 30 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
 31 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 32 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 33 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 34 purchased asset in an Equipment inventory.

35 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
 36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
 37 //

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21 22 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

29 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
30 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
31 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
32 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

33 34 **XV. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
2 including but not limited to personal injury or property damage, arising from or related to the services,
3 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
7 request a jury apportionment.

8 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary
10 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
12 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
13 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

3 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 the COUNTY at the address as specified in
20 the 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 //

XVI. INSPECTIONS AND AUDITS

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

16 C. AUDIT RESPONSE

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 and file
30 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
31 may be required during the term of this Contract.

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

36 //

37 //

XVII. LICENSES AND LAWS

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
4. CCR, Title 9, Rehabilitative and Developmental Services.
5. CCR, Title 17, Public Health.
6. CCR, Title 22, Social Security.
7. CFR, Title 42, Public Health.
8. CFR, Title 45, Public Welfare.
9. USC Title 42. Public Health and Welfare.
10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
11. 42 USC §1857, et seq., Clean Air Act.
12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
13. 31 USC 7501.70, Federal Single Audit Act of 1984.
14. McKinney-Vento Homeless Assistance Act
15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

17 **XIX. MAXIMUM OBLIGATION**

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

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

23 **XX. MINIMUM WAGE LAWS**

24 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 25 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 26 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or
 27 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
 28 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
 29 no less than the greater of the federal or California Minimum Wage.

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

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

37

XXI. NONDISCRIMINATION**A. EMPLOYMENT**

1
2
3 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
4 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
5 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
6 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
7 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
8 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
9 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
10 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
12 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
 5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 8 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 9 factors identified above:

- 10 1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Participant which is different or is provided in a
 12 different manner or at a different time from that provided to other Participants.
- 13 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
 14 by others receiving any service and/or benefit.
- 15 4. Treating a Participant differently from others in satisfying any admission requirement or
 16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
 20 Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may
 21 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
 22 subcontractor, and ADMINISTRATOR.

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

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

29 b. Throughout the problem resolution and grievance and appeals process, Participant
 30 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any
 31 point in the process.

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
 3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 4 with succeeding legislation.

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

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

14 **XXII. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by E-Mail; or

22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 23 Service, or any other expedited delivery service.
 24

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

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

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

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1 **XXIII. NOTIFICATION OF DEATH**

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

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

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

10 2. WRITTEN NOTIFICATION

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

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

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

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

23
24 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

32
33 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

10 **XXVI. PAYMENT CARD COMPLIANCE**

11 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
12 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
13 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
14 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
15 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to
16 return to compliance and shall be compliant within ten (10) business days of the commencement of any
17 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
18 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.
19

20 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

36 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
37 physical safeguards to ensure the privacy and security of health related and/or personally identifying

1 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
 2 participant's health related and/or personally identifying information in possession of CONTRACTOR,
 3 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
 4 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
 5 use or disclosure.

6 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
 7 shall maintain participant records and must establish and implement written record management
 8 procedures.

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

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

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

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

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

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

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

30 **XXVIII. RESEARCH AND PUBLICATION**

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

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1 **XXIX. REVENUE**

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

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

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

13
14 **XXX. SEVERABILITY**

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

20
21 **XXXI. SPECIAL PROVISIONS**

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

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

28 3. Fundraising.

29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
30 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
31 Directors or governing body.

32 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
33 body for expenses or services.

34 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
35 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
36 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

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1 **XXXIII. TERM**

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

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

10
11 **XXXIV. TERMINATION**

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

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

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

30 **C. CONTINGENT FUNDING**

- 31 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 32 a. The continued availability of federal, state and County funds for reimbursement of
33 COUNTY's expenditures, and
 - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
35 approved by the Orange County Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
37 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to

1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

34 **XXXV. THIRD PARTY BENEFICIARY**

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

XXXVI. 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.

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

3
4 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

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15
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17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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1 EXHIBIT A
 2 TO THE CONTRACT FOR PROVISION OF
 3 COVID-19 COMMUNITY OUTREACH AND ENGAGEMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 8 APRIL 14, 2021 THROUGH DECEMBER 31, 2021
 9
 10

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

22 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 23 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 24 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 25 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 26 be made in accordance with GAAP.

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

30 **I. PAYMENTS**

31 A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and
 32 Expenditure and Revenue Report. . All payments are interim payments only, and subject to Final
 33 Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
 34 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total
 35 of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract
 36 Provisions of the Agreement, and provided further, CONTRACTOR’s costs are reimbursable pursuant
 37 to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay

1 supplemental invoices for any month for which the provisional amount specified above has not been
2 fully paid.

3 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
4 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
5 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
6 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

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

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

32 II. REPORTS

34 A. CONTRACTOR shall maintain records and make statistical reports as required by
35 ADMINISTRATOR.

36 B. FISCAL

37 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to

1 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
2 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
3 in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by
4 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
5 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly
6 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
7 more than five (5) calendar days.

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

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

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

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

34 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
35 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
36 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury,
37 death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to

1 liability.

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

4 5 **III. SERVICES**

6 **A. SCOPE OF SERVICES**

7 1. Overview

8 a. The goal of this initiative is to increase community understanding and engagement in
9 public health including COVID-19 vaccines, testing, case interviews, contact tracing, and other COVID-
10 19 topics among the vulnerable population. Contractor is encouraged to reach diverse communities
11 within the primary audience(s) for community engagement must include one or more of the priority
12 populations established in conjunction with OCHCA following a national/state/local guideline for equity
13 and equality.

14 2. Program Description Summary

15 a. County requires Contractor that shall use culturally relevant, linguistically appropriate,
16 and timely community engagement activities to learn about community questions and needs related to
17 public health initiatives; work with HCA and its partners to address those community needs; and
18 connect communities to information and resources related to COVID-19 vaccines, testing, case
19 interviews, contact tracing, and other public health topics.

20 b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services shall
21 provide COVID-19 Community Outreach and Engagement to individuals in the Orange County
22 community to help mitigate the threat of COVID-19.

23 **B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS**

24 1. The CONTRACTOR shall serve vulnerable populations in the County of Orange which
25 include, but is not limited to:

26 a. Culturally specific communities (ie. LatinX, Asian, Black, Native Americans, Native
27 Hawaiians, and Pacific Islanders)

28 b. Undocumented individuals;

29 c. Low-income/economically disadvantaged individuals;

30 d. Tribes/Indigenous People;

31 e. Geographically and culturally isolated individuals;

32 f. Chronically-ill and/or Disabled; and

33 g. Sexual and gender minorities, including the LGBTQ+ population

34 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for
35 Participants to ensure they meet the eligible criteria as established by the COUNTY.

36 **D. PROGRAM DESCRIPTION**

37 1. Essential Requirements

1 a. Outreach: CONTRACTOR shall promote and publicize public health initiatives
2 including COVID-19 prevention, testing and vaccination within the priority population through various
3 culturally responsive approaches that meet the needs of the prioritized populations, which may include
4 media and social media, telephonic contacts, population-specific messaging, place of worships, in-
5 person individual or small group events, virtual workshops gatherings, and door-to-door or
6 neighborhood-based outreach. Messaging shall be aligned with OCHCA guidelines. Contractor should
7 collaborate with the HCA to develop and or review materials to be used for campaigns and education,
8 providing feedback on materials developed by the County within a mutually agreeable timeframe and
9 desired frequency. Written and verbal communications shall be available (minimally) in English,
10 Spanish and Vietnamese, Chinese (traditional), Arabic, Korean and Farsi. County can assist with
11 translation. Contractor will notify the Health Care Agency about any promotional materials, media
12 inquiries or other public communication, including communication with elected officials in a timely
13 manner. Contractor shall implement a dedicated telephone line to facilitate outreach efforts.

14 b. Engagement: CONTRACTOR shall use existing networks, community leaders, faith
15 leaders, community health professionals, and others to engage communities. Engagement services are
16 intended to ensure equitable access to public health resources, COVID-19 testing and/or vaccination
17 services and navigating community residents through pre, during and post- testing and vaccination
18 processes.

19 Directly register and collect required demographics of those meeting the specific
20 eligibility and prioritized individuals; to be coordinated and mutually agreed upon with HCA.

21 1) Use HCA's preferred virtual scheduling system and/or other registration platforms
22 as identified by County to complete registration process.

23 2) Provide support in rectifying any errors identified by County and/or its scheduling
24 system service provider.

25 3) If appropriate, assist in reminders including continued preventive measure
26 practices, second dose vaccine appointments, and encouraging use of social support services.

27 4) Provide or facilitate translation and/or interpretation support services for the
28 purpose of communicating with ethnic and non- or limited-English speaking communities to provide
29 literacy, language assistance and setting up user accounts to access testing and vaccination services.

30 5) Collaborate with HCA partners utilizing all options available (walk-up, drive-thru,
31 community clinics, home test kits, rapid testing, etc.) to ensure prioritized populations receive access to
32 public health resources such as COVID-19 testing and vaccinations.

33 c. Education: Contractor shall provide education services shall include, but not limited to
34 the verbal education, dissemination of educational written materials and demonstrations (e.g. healthy
35 hygiene, proper hand washing, wearing mask correctly, sanitation technique, etc.) on topics to help
36 promote welfare, protect spread of disease and hazards and ensure access to health including but not
37 limited to when, where and how to seek services and addressing fears and reducing stigma. Topics

1 include, but is not limited to, the following:

- 2 1) Prevention, good hygiene and infection control;
- 3 2) Testing and treatment for COVID-19;
- 4 3) Household, schools and workplace safety;
- 5 4) Health literacy including infection identification, interventions and mitigation;
- 6 5) Social services and community resources including assistance available for
- 7 quarantine or isolation if one cannot safely quarantine or isolate at home;
- 8 6) Importance of contact tracing (including addressing any concerns related to contact
- 9 tracing); and
- 10 7) General FAQs.

11 d. Social Support: CONTRACTOR shall provide referral for and linkage to services
12 which shall include, but is not limited to the following:

- 13 1) Identifying social needs;
- 14 2) Testing and vaccination services;
- 15 3) Mental health services to address any concerns related to emotional wellbeing;
- 16 4) Social support services to include isolation and quarantine support and planning
- 17 (e.g. transportation, food essentials, financial assistance, temporary housing referrals, etc.);
- 18 5) Contact tracing support services including gathering contact with whom they have
- 19 interacted with, addressing concerns/fears and identifying potential close contact/exposure;
- 20 6) General medical supports if individual experience adverse side effects after
- 21 vaccination;
- 22 7) Providing assistance to help link individual experience adverse side effects after
- 23 vaccination;
- 24 8) Provide emotional accompaniment through the outreach, engagement and
- 25 education process;
- 26 9) Follow-up services for individuals or families who appear to have symptoms or are
- 27 known to have testing positive for COVID-19, including but not limited to:
 - 28 a) Confirm testing for those who are symptomatic.
 - 29 b) Confirm linkage to referrals made.
 - 30 c) Remind individuals/families about quarantine and isolation.
 - 31 d) Assessing additional referral needs.

32 e. Program and Services: CONTRACTOR shall provide medical and non-medical
33 services and programs to improve health outcomes of the vulnerable populations.

34 1) Contractor is solely responsible for the program and services and assuring all
35 services are compliant with laws and public health and medical standards.

36 2) Contractor will provide properly licensed and qualified medical, administrative and
37 support staff in an amount sufficient enough to assure high quality services to be provided in a

1 consistent and safe manner

2 3) Contractor will assure proper consenting of patients and required notification are
3 provided to patients

4 4) Any unforeseen circumstances causing a disruption in services should be reported
5 immediately to the partners and CONTRACTOR shall notify anyone with an impacted appointment as
6 soon as possible to reschedule them to the extent possible.

7 f. Collaborative and Capacity Building: CONTRACTOR shall convene a broad and
8 diverse public/private cross-sector coalition of community-based, faith-based, and grassroots
9 organizations with community leaders and other stakeholders to respond to and prepare for emerging
10 COVID-19 challenges, including issues of disparities and inequities. CONTRACTOR shall identify
11 these community partners, their needs, and assets. CONTRACTOR shall participate in calls to receive
12 updated COVID-19 information, relay community needs and questions to the County, and strategize
13 about community engagement work. Contractor shall be responsible for implementation of trainings
14 and guidance on how to outreach, educate, encourage testing and vaccination, and provide support with
15 resources. CONTRACTOR shall disseminate training resources and supports to community partners

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17 and organizations. CONTRACTOR shall consistently invite and engage with organizations typically
18 not engaged with the County to broaden reach into the most vulnerable and impacted communities.

19 g. Changes to the Scope of Work: Any substantive changes to scheduling, capacity,
20 service model, programs and services, registration processes, staffing composition, and any other factor
21 with potential to impact the quality or quantity of services, need to be agreed to by both parties prior to
22 implementation. The County reserves the right to terminate the agreement immediately for any
23 violation of the agreement deemed by the County to create risk to the public or County. Any
24 substantive changes to funding availability that threaten the ability of Contractor to perform agreed upon
25 services shall be discussed immediately with the County and Contractor may terminate services with
26 less than two weeks' notice, if needed. HCA reserves the right to make minor adjustments and adjust
27 priority populations and add miscellaneous services upon mutual agreement by both parties. No
28 material adjustments made to the Scope of Work will be authorized without prior written approval of the
29 County. Non-material adjustments may be made with the written, including email, approval of the
30 County assigned Deputy Purchasing Agent.

31 h. Contractor shall target the vulnerable zip codes listed in Attached E to address health
32 inequities and obtain vaccinations, provide tests, and education and support to vulnerable populations as
33 identified by the COUNTY.

34 i. Contractor shall provide a network of up to 30 COVID-19 Crisis Counselors through
35 the contract to increase the health knowledge and awareness of this workforce to handle detailed
36 questions and concerns from the public on vaccinations, testing and treatment.

37 E. PERFORMANCE MEASURES AND MONITORING

- 1 1. The following performance measures will be a requirement of this Contract.
- 2 a. CONTRACTOR will encourage ongoing collaborations between a multiple
- 3 community-based organizations and community-led groups with shared interest in public health issues
- 4 b. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual
- 5 visits or desk monitoring to ensure programmatic compliance at least once during the contract term.
- 6 Monitoring visits may include, but are not limited to:
- 7 1) Review of client file documentation including patient impact case studies
- 8 2) Review of policies and procedures and consistent adherence to PROGRAM
- 9 practices
- 10 3) Interviews with program staff
- 11 4) Expenditures and Revenue reports along with supplemental documentation
- 12 c. Contractor will achieve the following performance outcomes for the COVID-19
- 13 Community Outreach and Engagement Services:
- 14 1) Frequency of one-on-one/door-to-door interactions with community
- 15 2) Number of community/neighborhood events held
- 16 3) Number of linkages and referrals offered/delivered including but not limited to
- 17 COVID-19 testing and vaccination services, transportation, housing, financial, mental, food and other
- 18 community programs and services
- 19 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals,
- 20 outcomes, milestones and performance standards required herein, as determined by COUNTY, will
- 21 constitute non-compliance with this Contract for which COUNTY may immediately terminate the
- 22 Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within
- 23 the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions
- 24 contained in the Contract.

25 3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with

26 the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY

27 shall report the findings of each monitoring to Operator.

28 F. REPORTING REQUIREMENTS

29 1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form

30 acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month

31 of services rendered, unless otherwise approved by COUNTY. The reporting shall support the

32 COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program

33 linkages and units of services.

34 G. FILE MAINTENANCE AND DOCUMENTATION

35 1. CONTRACTOR shall prepare all applicable files and perform all administrative

36 management tasks, as indicated in the CONTRACT.

37 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24

1 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this
2 CONTRACT.

- 3 3. Records providing a full description of each activity undertaken.
- 4 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- 5 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 6 6. Annual Audit Submission: Independent audits to be performed by a Certified Public
7 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with
8 applicable regulatory requirements. Copies of each required audit report must be provided to the
9 COUNTY within thirty (30) days after the date received by the Operator.
- 10 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this
11 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or
12 after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable
13 property acquired with funds under this Contract shall be retained for five (5) years after final
14 disposition of such property. Records for any displaced person must be kept for five (5) years after s/he
15 has received final payment.

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17 **IV. STAFFING**

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

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

34 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the
35 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)
36 served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include,
37 but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;

1 recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,
 2 and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are
 3 physically challenged.

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

<u>PROGRAM</u>	<u>FTEs</u>
Program Director	1.00
Policy Associate	1.00
Administrative Director	1.00
Operations Manager	1.00
Program Director	.50
Communication Coordinator	1.00
Administrative Support	1.00
Healthy Equity Coordinator	2.00
SUBTOTAL PROGRAM	
TOTAL FTEs	8.5

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

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

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 COVID-19 COMMUNITY OUTREACH AND ENGAGEMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 8 APRIL 14, 2021 THROUGH DECEMBER 31, 2021
 9

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

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

13 A. DEFINITIONS

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

16 2. "Breach of the security of the system" shall have the meaning given to such term under the
 17 California Information Practices Act, Civil Code § 1798.29(d).

18 3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
 19 between the Social Security Administration and the California Health and Human Services Agency
 20 (CHHS).

21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
 22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
 23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
 24 with performing the functions, activities and services specified in the Contract on behalf of the
 25 COUNTY.

26 5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
 27 Security Administration (SSA) and DHCS.

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

34 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
 35 IEA and CMPPA.

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

1 9. "Required by law" means a mandate contained in law that compels an entity to make a use
 2 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
 3 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
 4 or tribal inspector general, or an administrative body authorized to require the production of
 5 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
 6 participation with respect to health care providers participating in the program, and statutes or
 7 regulations that require the production of information, including statutes or regulations that require such
 8 information if payment is sought under a government program providing public benefits.

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

12 B. TERMS OF CONTRACT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
 14 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
 15 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
 16 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)
 17 if done by the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

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

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

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

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

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

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

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
31 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
32 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such
33 breach to the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
37 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit

1 B to the Contract.

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

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EXHIBIT C
CERTIFICATION REGARDING ANTI-LOBBYING

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official