



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE - HEALTH AND**  
**PUBLIC SAFETY DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** May 27, 2025  
**FROM:** Daniel Chatigny, County Executive Officer  
**BY:** Jeff Merriman, Deputy County Executive Officer  
**SUBJECT:** Shelter Operation Contracts

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**ACTION REQUESTED**

1. Approve an agreement with The Gathering Inn for operation of a congregate emergency shelter and supportive services for the period of July 1, 2025 through May 9, 2027 in the total amount not to exceed \$3,635,950 and authorize the extension of the agreement for another two-year period at the same contract total with mutual concurrence of the parties.
2. Approve an agreement with The Gathering Inn for operation of a mobile temporary shelter and supportive services for the period of July 1, 2025 through June 30, 2027 in the total amount not to exceed \$3,390,509, and authorize the extension of the agreement for another two-year period at the same contract total with mutual concurrence of the parties.
3. Authorize the County Executive Officer, or designee, to sign the agreements, and to sign subsequent amendments that cumulatively do not exceed \$100,000, consistent with the subject matter and scope of work, subject to County Counsel and Risk Management concurrence.
4. Determine the actions requested are each exempt from environmental review pursuant to CEQA Guidelines section 15301.

**BACKGROUND**

Placer County has contracted with The Gathering Inn (TGI) for operation of homeless shelter services at the congregate shelter located at 11442 E Avenue, Auburn CA since 2018. TGI was awarded a contract to operate the mobile temporary shelter (MTS) on July 1, 2023. TGI has met or exceeded all contractual obligations during the current contract period. Both contracts expire on June 30, 2025 and, based on Board of Supervisor direction, staff recommend approval of these contracts which will continue TGI's operation of both shelter locations.

Through these agreements, TGI works alongside County departments and the County Homeless Liaison Team to provide services to Placer County's unsheltered population. Contracted services include: intake interviews and orientation of clients; on-site staffing including program, shelter, and case managers as well as clinicians, counselors, and site monitors; case management services including individualized case plans for each client to help them on their path to achieve permanent housing. Other services include three daily meals

and drinking water; bathroom, shower, and laundry facilities; beds/cots, sleeping bags, and/or blankets as needed; storage bins for client belongings; and tents for those in the MTS.

These agreements also include new or modified language, based on Board direction, addressing residency requirements, length of stay, and performance metrics. Additionally, management of these agreements is shifting to the Health and Human Services department.

In order to address rising food, materials, and staffing costs, TGI and County staff have negotiated an 11% percent total increase to these contracts, resulting in an additional cost for both contracts of \$438,223 (15%) in FY 2025-26 and \$222,968 (7%) in FY 2026-27.

Staff have identified positions within these contracts that provide opioid-related substance use services which are eligible to be funded through opioid settlement dollars. The following positions are proposed to be funded with opioid settlement funds over both contracts: Substance Use Disorder Counselors (2), Mental Health Clinicians (1.5), Case Managers (7). The total funding for these positions over the contract period is \$1,251,245, which will offset these contract increases and will result in additional General Fund savings.

Upon approval of these contracts, County Facilities will extend the Site Access Agreement for Building 303 to allow for continued use throughout the new contract period.

### **ENVIRONMENTAL IMPACT**

The actions requested would continue existing operation of the mobile temporary shelter and congregate shelter and therefore are exempt from environmental review pursuant to CEQA Guidelines section 15301, which exempts projects involving negligible or no expansion of use.

### **FISCAL IMPACT**

The total cost of both agreements is \$7,026,459. For the first year, the cost of the congregate contract is \$1,760,584 and the cost of the MTS contract is \$1,641,165, for a one-year total cost of \$3,401,746 partially offset with opioid funding in the amount of \$617,760. The remaining balance is funded with General Fund and is included in the FY 2025-26 requested budget for Adult System of Care. For the second year, the cost of the congregate contract is \$1,875,369 and the MTS contract is \$1,749,344, for a one-year total cost of \$3,624,713 partially offset with opioid funding in the amount of \$633,485. The remaining balance is funded with General Fund and will be included in the FY 2026-27 requested budget. The total cost to the General Fund is \$5,775,214. There is no additional impact to the General Fund.

### **ATTACHMENTS**

Attachment A - Draft Contract for Congregate Shelter

Attachment B - Draft Contract for Mobile Temporary Shelter

**CONTRACT FOR SERVICES  
DEPT. OF HEALTH & HUMAN SERVICES – ADULT SYSTEM OF CARE**

DESCRIPTION: Congregate Emergency Shelter and Supportive Services  
 CONTRACT NO.  
 BEGINS: July 1, 2025  
 ENDS: May 9, 2027  
 ADMINISTERING AGENCY: Dept. of Health & Human Services, Adult System of Care Division

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This is an Agreement made and operative as of **July 1, 2025** ("Effective Date"), between the COUNTY OF PLACER, through its Department of Health & Human Services, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and The Gathering Inn, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR." COUNTY and Contractor are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES."

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, pursuant to California Government Code section 26227, the County may fund contracts to operate programs necessary to meet the social needs of the population of the County; and

Whereas, it is necessary and desirable that CONTRACTOR be retained for the purpose of providing emergency housing, shelter, and supportive services for operation of the congregate shelter located at 11442 E Avenue West and 11441 F Avenue in Auburn.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with emergency housing, shelter, and supportive services, as set forth in Exhibit 1, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this Agreement or duly executed amendments thereto.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit 2, titled Payment Provisions, attached hereto. The payment specified in Exhibit 2 shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Three Million Six Hundred Thirty-Five Thousand Nine Hundred Fifty (\$3,635,950)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. All components of payment billed to COUNTY will

be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

**4. INVOICES:**

4.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. Invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15<sup>th</sup> (Exhibit 2). COUNTY will review, and if the work performed is acceptable, approve, and issue payment within 30 calendar days of approval. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed.

4.2. Invoices for payment shall be on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with Exhibit 2. Invoices shall be accompanied by backup documentation such as receipts. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted.

4.3. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal  
Attn: Accounts Payable  
11434 B Avenue, Ste 100  
Auburn, CA 95603  
Email: HHSPayables@placer.ca.gov

4.4. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit 1, Exhibit 2, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY's discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR's use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR's personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain equipment. As determined by

COUNTY, any damages incurred to COUNTY owned facilities or equipment due to lack of CONTRACTOR oversight or site management shall be the responsibility of the CONTRACTOR to replace and/or repair.

7. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules, and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
8. **RIGHT TO MONITOR AND AUDIT:**
  - 8.1. Local, state and federal governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable local, state and federal regulations are met. Local, state and federal governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential local, federal and/or state exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.
  - 8.2. If CONTRACTOR expends an aggregate amount of federal financial assistance in a given fiscal year that exceeds the Single Audit threshold (\$1,000,000), CONTRACTOR will be subject to the requirements in 2 CFR Part 200 Subpart F, Audit Requirements, unless otherwise specified in program-specific guidance.
9. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
  - 9.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any federal or state audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
  - 9.2. To the extent that a federal or state audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.
  - 9.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by local, federal, and state audit agencies that directly relate to the services to be performed under this Agreement.

9.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

10. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2025 to May 9, 2027. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations. This contract may be renewed with mutual concurrence for one additional 2-year period, and subject to extension of the Conditional Use Permit.

**11. CONTINGENCY OF FUNDING:**

11.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

11.2. Any adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

**12. TERMINATION:**

12.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

12.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the COUNTY, is necessary to

determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

12.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

13. **VIOLATIONS; BREACH:** As required by 2 CFR Part 200, Appendix II, this provision addresses the remedies available should CONTRACTOR violate or breach the terms of this Agreement. In the event CONTRACTOR violates the terms of this Agreement, County shall have all available remedies at law and equity.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will

have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of COUNTY and that neither CONTRACTOR nor its employees or agents acquire any of the rights, privileges, powers, or advantages of COUNTY employees.

CONTRACTOR and County agree that:

- (a) CONTRACTOR is free from the control and direction of COUNTY in connection with the performance of the services rendered pursuant to this Agreement;
- (b) CONTRACTOR is providing services directly to COUNTY ;
- (c) CONTRACTOR has and will maintain at all relevant times a business license;
- (d) CONTRACTOR maintains a business location that is separate from COUNTY ;
- (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
- (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from COUNTY ;
- (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services;
- (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services;
- (i) CONTRACTOR has negotiated its own rates;
- (j) Consistent with the nature of the work, CONTRACTOR sets its own hours and location of work; and
- (k) CONTRACTOR has the sole right to control the manner and means of accomplishing the result desired under this Agreement and exercises its own discretion and independent judgement.

19. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever



20. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** See Exhibit 3, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
21. **CONFIDENTIALITY OF RECORDS AND INFORMATION:** CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 21.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.
- 21.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.
22. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of

this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

**23. CONTRACT ADMINISTRATOR:**

23.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement.

23.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

23.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Jamie Gallagher, Program Manager  
Placer County Adult System of Care  
11434 B Avenue, Ste 200  
Auburn, CA 95603  
530.889.7283  
jgallagh@placer.ca.gov

24. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY:

Dr. Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
11434 B Avenue, Ste 100  
Auburn, CA 95603  
HHSContracts@placer.ca.gov

If to CONTRACTOR:

The Gathering Inn  
Attn: Keith Diederich, CEO  
4020 Sierra College Blvd, Suite C  
Rocklin, CA 95677  
Phone: 916.791.9355  
[keith@thegatheringinn.com](mailto:keith@thegatheringinn.com)

Changes in contact person or address information shall be made by notice, in writing, to the other party.

25. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical

Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

26. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
27. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
28. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
29. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
30. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**THE GATHERING INN (“CONTRACTOR”)\***

\_\_\_\_\_  
Keith Diederich, President and CEO

☐ Chair of the Board, ☒ President, or  
☐ Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Shore, Secretary

☒ Secretary, ☐ Asst. Secretary,  
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: \_\_\_\_\_

**COUNTY OF PLACER (“COUNTY”)**

\_\_\_\_\_  
Daniel Chatigny, County Executive Officer

Date: \_\_\_\_\_

Approved as to Form  
Office of Placer County Counsel

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBITS:**

Exhibit 1: Scope of Services

Exhibit 2: Payment Terms

Exhibit 3: Insurance & Indemnification Requirements

Exhibit 4: HIPAA Business Associate Agreement-Addendum

Exhibit 5: Conditional Use Permit for emergency shelter located at 11442 E Avenue West and  
11441 F Avenue in Auburn

Exhibit 6: Information Technology Security Addendum

Exhibit 7: Federal Conditions

Exhibit 8: Levine Act Statement

Exhibit 9: Qualified Service Organization Agreement (QSOA)

\*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

**SCOPE OF SERVICES**

Pursuant to this Agreement, The Gathering Inn (CONTRACTOR) will operate the congregate shelter located at Building No. 303 and those exterior courtyard areas located at 11442 E Avenue and 11441 F Avenue in Auburn, California in the Placer County Government Center in Auburn, California.

**1. General Intake Service Process Requirements.**

- 1.1. Eligibility for client entry to the congregate shelter is that the individual is currently experiencing literal homelessness in Placer County in which their primary nighttime residence is an area or space not meant for human habitation. Client must be a current resident of Placer County for at least one (1) year, as shown by their current California identification card, or verified by a County service provider, or member of the County Homeless Liaison Team. Adult Institutional Housing and/or residential treatment in Placer County does not substantiate residency.

At intake, clients must agree to the terms of the Client Agreement, including curfews and storage capacity maximums.

- 1.2. CONTRACTOR will hold a set number of beds for any member of the County Homeless Liaison Team. The number of reserved beds will be determined by the County Homeless Liaison Team. Clients brought to CONTRACTOR from law enforcement need a referral from the Homeless Liaison Team or coordinated entry and must pass an alcohol and drug test. Overflow clients understand they must exit by 8 AM the next morning but may go through the formal intake process if space is available.
- 1.3. Upon Client Intake, a brief interview and orientation to the grounds and facility features will occur, followed by an introduction of the client to the Client Agreement; a document outlining the rules and expectations of all clients.
- 1.4. Clients will be required to engage with CONTRACTOR'S Case Management staff, develop individualized plans which ensure a connection with mainstream benefits, employment, healthcare, and work toward a housing goal.
- 1.5. CONTRACTOR will inform the County contract administrator, or other County stakeholders, the number of empty beds available on a regular basis and as requested by the County.
- 1.6. CONTRACTOR will not charge clients for any service(s) offered under this program and shall not require religious participation as a condition of stay.
- 1.7. Eligibility shall not be limited by race, ethnicity, religious belief, sexual orientation, or gender identity.
- 1.8. Services will include a 24 hour/day, 7 days per week program that provides a support system of specialized case management services to connect clients to resources and help resolve homelessness.

- 1.9. Clients are allowed exit and re-entry every day from 6:00 AM and 8:00 PM. Clients are required to be on-site between 8:00 PM and 6:00 AM. Exceptions shall be made for clients who work and must return after-hours.
- 1.10. Any form of alcohol, drugs, and/or drug paraphernalia are strictly prohibited. All guests will be alcohol tested upon every entry into the shelter. Anyone suspected of being under the influence of other drugs will be tested. Additionally, random drug testing will occur. If a guest refuses to submit to a drug/alcohol screening, they will not be permitted entry until they consent. Exceptions will be made for guests who have a current medical prescription and the testing pertains to that prescription.

## **2. On-Site Staffing**

CONTRACTOR shall staff the shelter 24/7. The following positions include all staff on-site by position, role and responsibility.

- 2.1. Program Director (.5 FTE) oversees all internal operations of the congregate shelter program. This includes but is not limited to: ensuring the safety of clients, staff and volunteers, ensuring adequate program activities and resources to support the mission, vision & values of the organization as related to clients, hiring & management of staff & volunteers, oversight of facilities maintenance, developing program activities, and managing relationships with community partners.
- 2.2. Shelter Manager (1 FTE) manages day to day operations of the program; provides direct supervision on monitor staff; collaborates with Mobile Temporary Shelter manager.
- 2.3. Case Managers (4 FTE) meet with clients weekly or bi-weekly. It is expected that for the first two months of a client's participation in the program, at least 80% of follow up will be conducted in person vs. by phone. Provide after-care once housing is obtained.
- 2.4. Mental Health Clinician (1 FTE) conducts weekly individual, family, and group psychotherapy sessions for adults experiencing homelessness, utilizing evidence-based psychoanalytic and/or cognitive behavioral therapies.
- 2.5. SUD Counselor (1 FTE) facilitates groups for interactive learning and sharing with multiple topics focused on SUD issues; monitors behavior in individual and group sessions and intervenes when necessary. Maintains accurate and descriptive progress notes; provides counseling and resources for addiction, recovery, relapse prevention, and social issues.
- 2.6. Monitors (13 FTE) 3 per shift assures quality service to all clients in a compassionate and professional manner. Supportive interaction with clients and co-workers, continually assess clients' needs and maintain a calm and peaceful environment.

## **3. Case Management.**

CONTRACTOR shall have written case management procedures and forms that include the following:

- 3.1. **Needs assessment.** The goal of an assessment is to determine the client's medical, physical, mental, psychosocial, and emotional health; substance abuse, domestic violence, education, and employment history; housing readiness; and legal and financial

circumstances; and strengths and needs. This assessment will then be used to triage and subsequently appropriately case manage, refer and place clients in various programs across the entire spectrum of care in our community. CONTRACTOR shall provide or refer guests to services listed below in coordination with case management and shelter programming:

- Housing/rent readiness
- Stable housing placement
- Primary health services
- Mental health services
- Alcohol and substance abuse treatment programs
- Mainstream benefits programs
- Veteran's services
- Employment readiness

Once a case manager completes the comprehensive intake, a permanent case manager is appointed within 7 days of intake. This gives the client time to adjust to the environment and commit to participating in the program by developing trust-based relationships with staff and other clients.

Client and case manager work together to complete a formal "Full Needs Assessment" during their initial case management meeting. This assessment is broken down into 2 main components: needs triage and need levels. The needs triage asks basic "yes or no" questions regarding clothing, food, transportation, insurance, non-cash benefits, judicial system, documentation, etc. Following the triage, the need levels help the case manager and client to prioritize needs and develop a case plan by setting goals and action steps towards those goals for each of the identified needs.

Once goals have been established, the action steps toward each goal will focus on necessary services and referrals.

Case managers collaborate with partners in the community. If an individual arrives at the shelter with services in place the case managers work with representatives from these partners to ensure goals align to better the client's situation.

3.2. **Service transactions:** CONTRACTOR case managers are responsible for updating service transactions in HMIS based on the work done with the client. This provides a service history for each client that will follow them to other service providers.

3.3. **Length of stay requirements:** Clients will be allowed to reside at the Congregate Shelter for a maximum length of one hundred eighty (180) calendar days from date of entry.

Within thirty (30) days after entry, CONTRACTOR case managers shall have developed a 180-day case plan with the goal to transition to permanent supportive housing. If client is willfully non-compliant at any point with their individualized case plan, they will be exited from the program. Reentry to the shelter program will be at the discretion of the shelter manager.

3.4. **Case plans and action steps:** CONTRACTOR case managers are responsible for updating a clients' case plan and assigning action steps. In addition, the case managers update case notes relevant to the specific goal.

Clients are required to attend weekly case management meetings and weekly shelter programming in accordance with their individualized case plans.

- 3.5. **Referral procedures.** Contractors shall establish referral and follow-up procedures to confirm all referrals made to other services. Documentation of referrals made and referral confirmation must be maintained in client files.
- 3.6. **Primary health services:** If a client does not have an established primary care physician, the case manager will arrange for a referral to local clinics including but not limited to Stallant Health, Chapa De, Well Space, and dental care.
- 3.7. **Mental health services:** CONTRACTOR has an onsite Mental Wellness program, with two licensed therapists providing weekly individual therapy and group classes. If there is no availability for the onsite therapy program, case managers will refer clients to the Mental Health Screening Clinic at ASOC.
- 3.8. **Alcohol and substance abuse treatment program:** CONTRACTOR refers to on-staff SUD counselors, Placer County ASOC's Substance Use Screening Clinic, Granite Wellness, and other SUD providers for inpatient and outpatient treatment opportunities.
- 3.9. **Mainstream benefits:** It is determined at intake if the client is enrolled in mainstream benefits. If the client is interested, the case manager assists clients with filing paperwork for Cal-Fresh, Medi-Cal and General Assistance, Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).
- 3.10. **Veteran Services:** CONTRACTOR actively participates in case conferencing regarding the homeless veteran population in Placer County. We meet twice a month and collaborate with the Veteran Service Organization, Veteran Affairs, City of Roseville, Placer County, Volunteers of America and many others for housing support. Case conferencing allows the case managers to work with other partners that work with the clients to not duplicate work done by multiple agencies touching the same client.
- 3.11. **Employment services:** CONTRACTOR works with local employers to hire current clients eligible for work. CONTRACTOR case managers shall send referrals to the Department of Rehabilitation to assist eligible clients with finding the right job related to their abilities. Case managers, through individual meetings and life skills classes, shall provide assistance to clients with resume writing and interviewing skills.
- 3.12. **Progress notes.** Case managers shall complete follow-up contacts for six (6) months (e.g., phone calls, office visits, etc.) with clients that have achieved successful housing placement goals and must adequately document the follow-up contacts in the client files.
- 3.13. **HMIS.** Operator will participate in the Homeless Management Information System (HMIS) in coordination with the local Continuum of Care, Homeless Resource Council of the Sierras. Contractor will input complete, accurate and timely client and program information into HMIS system.

CONTRACTOR participates in Placer County's coordinated entry system, which requires a potential client to call 211 to receive a referral and be entered into the HMIS. If a client contacts the shelter or presents without a referral, CONTRACTOR staff will assist them with the process. If a bed is not available, CONTRACTOR's Lead Monitor



maintains a wait list and contacts individuals based on vulnerability and time on list when one becomes available.

Once established by coordinated entry in HMIS:

- Requirements for entry: proof of Placer County residency, no 290s (registered sex offenders), no minors.
- Intake documents: HMIS packet, Welcome Packet and Intake Packet.
- Drug and alcohol testing is conducted upon arrival for intake, and clients are subject to search of belongings.
- One service/companion animal allowed per individual based on available capacity of the shelter.

#### **4. Meals and Water**

CONTRACTOR shall offer clients a breakfast, lunch, and dinner meal. Potable water must be readily accessible for clients at all hours. All staff and clients who handle food shall complete a food safety certification course prior to handling/serving food. CONTRACTOR shall employ at least one staff person with a Food Managers card to monitor and manage training participants and staff who will be handling food. All food handling and serving must follow all applicable state and federal law and guidelines.

#### **5. Extended Services for Emergencies.**

At the request of the County and within the requirements of the facility agreement Contractor may be able to provide limited overflow services for emergencies or extreme weather-related incidents.

#### **6. Contraband.**

CONTRACTOR does not allow weapons or drugs and alcohol on premises at any time. Should any of these items be found in client's possession, they are immediately confiscated and reported/turned into PCSO/Probation.

#### **7. Grievance Process.**

A client may request a grievance form from any staff member on duty. The completed form is then placed by the client into a locked box that is accessed by the program director. Upon review of the grievance, the program director seeks resolution through speaking with the client or named staff. If a resolution cannot be achieved, the grievance goes up the chain of command to the CONTRACTOR'S Chief Operating Officer and/or the Chief Executive Officer. A copy of the grievance and outcome will be shared with the COUNTY contract administrator.

#### **8. Denials to Entry.**

CONTRACTOR understands that many of the clients we serve have past experiences that may make them hesitant to seek services at the shelter. Currently, the following are reasons why a client may be denied entry to the shelter:

- Does not meet Placer County residency requirement.
- Is a registered sex offender.
- Unable to pass a breathalyzer and/or drug test.
- Unable to receive a referral from coordinated entry.
- Unwilling to part with weapons, paraphernalia, drugs and/or alcohol.
- Unwilling to have property searched upon entry.
- Under age 18.

#### **9. Reasons for Exit from Program.**

Clients may be asked to exit the program and leave the shelter facility at CONTRACTOR discretion, for the following reasons:

- Behavioral issues including criminal, violent, threatening staff or other clients.
- Aggressive animal behavior.
- Missed curfew.
- Excessive unexcused absences.
- Weapons or drugs/alcohol brought into shelter.
- Failure to comply with rules.
- Failure of alcohol and other drugs (AOD) test.
- Reached maximum 180 days stay.

## **10. Project Performance Measures.**

10.1. The following performance measures are the minimum goals for shelter operations and are subject to change at the discretion of the County based on evidence-based practices for the population served and recommendations of the U.S. Department of Housing and Urban Development.

At a minimum, reporting shall reflect unique clients served over the month, and cumulatively. It shall include data on the count and percent of clients by:

1. Referring agency
2. Prior living situation at time of entry
3. Average length of stay at the Program
4. Types and instances of services provided to program participants
5. Destination upon exit
6. Basic demographic information
  - a. Gender
  - b. Age
  - c. Race
  - d. Self-reported mental health disability
  - e. Chronic homeless status

CONTRACTOR will also track:

- Number of clients transitioned into transitional or permanent housing
- Number of clients with mental health, physical disability and/or substance use
- Number of clients who exited with employment income and SSI/SSDI/SS Retirement
- Number of clients who gain access to benefits
- Number of past clients who had transitioned to housing and returned to the shelter
- Number of clients denied entry and for what factors
- Number of shelter clients who complete a needs assessment and case management plan.

10.2. CONTRACTOR will strive to place 30% of clients into permanent housing. Success will rely heavily on continued COUNTY support of permanent supportive housing options.

## **11. Policy Development and Implementation.**

CONTRACTOR will provide a comprehensive list of policies and procedures that identify how the congregate shelter operates and will work with the County to adjust and implement any revised policies and procedures that are mutually beneficial.

CONTRACTOR shall facilitate monthly clinical case conferencing meetings with County partner agencies to address shelter guests with higher level of needs and collaboratively guide progress for their individualized case plans.

CONTRACTOR shall facilitate shelter update meetings with the County's Homeless Liaison Team on a frequency agreed upon by the CONTRACTOR and Homeless Liaison Team.

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**PAYMENT PROVISIONS**

1. CONTRACTOR must submit Summary cost reporting documentation, including receipts, with invoices and retain all back up documentation for seven years.
2. This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in a total amount not to exceed **Three Million Six Hundred Thirty-Five Thousand Nine Hundred Fifty dollars (\$3,635,950)**, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.
3. CONTRACTOR shall provide invoices for services including backup documentation such as receipts on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. Invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. no later than July 15th.
4. Payments will not be made by COUNTY on an invoice unless that month's data has been submitted by CONTRACTOR and approved by COUNTY. This budget is subject to modification with approval of the County Contract Administrator, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

Personnel Expenses	FTE	Annual Cost FY 2025-26	Annual Cost FY 2025-26	24 Month Operating Budget
Program Director	.5	\$ 50,000	\$ 50,000	\$ 100,000
Shelter Manager	1	\$ 68,640	\$ 70,720	\$ 139,360
Case Manager	4	\$ 232,960	\$ 239,949	\$ 472,909
Mental Health Clinician	1	\$ 62,400	\$ 62,400	\$ 124,800
SUD Counselor	1	\$ 58,240	\$ 59,987	\$ 118,227
Monitor	13	\$ 630,000	\$ 700,000	\$ 1,330,000
Taxes & Benefits		\$ 240,000	\$ 255,000	\$ 495,000
<b>Total Personnel Expenses</b>		<b>\$ 1,342,240</b>	<b>\$ 1,438,056</b>	<b>\$ 2,780,296</b>

Direct Expenses	Annual Cost FY 2025-26	Annual Cost FY2026-27	24 Month Operating Budget
Food (for clients)	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
Program Supplies	\$ 35,000.00	\$ 37,000.00	\$ 72,000.00
HMIS Licensing	\$ 6,200.00	\$ 6,200.00	\$ 12,400.00
Office Supplies	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
Drug Tests	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00
Cell Phones/Internet	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Facilities Maintenance	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
Mileage	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Employee Training	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Employee Uniforms	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Background Checks	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Insurance	\$ 55,000.00	\$ 57,000.00	\$ 112,000.00
Vehicle Maintenance/Registration	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
Indirect	\$ 229,641.00	\$ 244,613.40	\$ 474,254.40
<b>Grand Total</b>	<b>\$1,760,581.00</b>	<b>\$1,875,369.40</b>	<b>\$ 3,635,950</b>

**INSURANCE & INDEMNIFICATION REQUIREMENTS**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

**1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement.

CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

**2. INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

**3. CANCELLATION NOTICE:**

CONTRACTOR – Shall not change these policies without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.

**4. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

## **5. GENERAL LIABILITY INSURANCE:**

5.1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

5.2. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

5.3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- Two million dollars (\$2,000,000) each occurrence
- Four million dollars (\$4,000,000) aggregate

5.4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - Two million dollars (\$2,000,000) for Products-Completed Operations
  - Four million dollars (\$4,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be four million dollars (\$4,000,000).

5.5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - Two million dollars (\$2,000,000) aggregate for Products Completed Operations
  - Four million dollars (\$4,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages: If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the COUNTY as noted above. In no case shall the types of policies be different.

**6. ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 6.1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 6.2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

**7. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**8. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

- 8.1. Professional Liability Insurance for Errors & Omissions coverage in the amount of not less than two million dollars (\$2,000,000).
- 8.2. If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors & Omissions shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.
- 8.3. The insurance coverage provided by the Contractor shall contain language providing coverage up to three (3) years following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**9. ADDITIONAL REQUIREMENTS:**

- 9.1. Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- 9.2. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000 unless the CONTRACTOR can provide documentation that they can financially support a higher deductible.
- 9.3. CONTRACTOR's Obligations: CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 9.4. Verification of Coverage: CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.5. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.



**HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM**

**Whereas** "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

**Whereas** CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

**Whereas** BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

**Whereas** BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

**Whereas** as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

**Whereas** CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

**Whereas** BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

**Whereas** BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:

**1. DEFINITIONS**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1. CONTRACT - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.

- 1.2. BREACH - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3. BREACH NOTIFICATION RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- 1.4. BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5. COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6. COUNTY - shall mean the entity providing/making available the information.
- 1.7. DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8. DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9. ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10. ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11. HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12. INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13. INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14. PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15. PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16. PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section

164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

- 1.17. PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18. SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19. SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20. SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21. UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## **2. TERM**

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

## **3. OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE**

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes

relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- 3.5. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6. **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- 3.7. **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8. **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 3.11. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of

Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].

- 3.13. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14. Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

#### **4. HIPAA COMPLIANCE PLAN REQUIREMENT**

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1. The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2. A process for tracking the training of staff and subcontractors.
- 4.3. A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4. A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5. A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

#### **5. DATA AGGREGATION SERVICES**

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

#### **6. TERMINATION**

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

#### **7. ADDITIONAL BREACH GROUNDS**

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

**8. INJUNCTIVE RELIEF**

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

**9. AMENDMENTS**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**10. DISCLAIMER**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

**11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

**12. NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. EFFECT ON CONTRACT**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.



#### **14. INTERPRETATION**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

#### **15. SOFTWARE SECURITY**

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

**CONDITIONAL USE PERMIT FOR EMERGENCY SHELTER  
LOCATED AT 11442 E AVENUE WEST AND 11441 F AVENUE IN AUBURN**



**PLACER COUNTY  
COMMUNITY DEVELOPMENT RESOURCE AGENCY**

**RECOMMENDED  
CONDITIONS OF APPROVAL  
PLACER COUNTY GOVERNMENT CENTER  
EMERGENCY SHELTER (PLN17-00049 / PLN21-00572)  
CONDITIONAL USE PERMIT**

**ASSESSOR PARCEL NUMBER(S): 051-120-010-000**

***THE FOLLOWING CONDITIONS SHALL BE SATISFIED BY THE APPLICANT, OR AN AUTHORIZED AGENT. THE SATISFACTORY COMPLETION OF THESE REQUIREMENTS SHALL BE DETERMINED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC), COUNTY SURVEYOR, AND/OR THE PLANNING COMMISSION.***

1. This Conditional Use Permit (PLN17-00049 / PLN21-00572) authorizes an emergency shelter to be located and operated within Buildings 303A and 303B (11442 E Avenue West, and 11441 F Avenue, Auburn, CA 95603) in the Placer County Government Center ("County Premises"). On April 19, 2022 the Board of Supervisors took action to extend this Conditional Use Permit for an additional five year term. Conditions 1, 5 and 10 were modified.
2. This permit becomes effective upon the date of full execution ("Effective Date") of the services agreement and site access agreement or similarly titled agreements ("Agreements") between the shelter operator and the County of Placer as approved by the Board of Supervisors on May 9, 2017. The Agreements will outline the obligations, regulations and requirements of the operator selected to run such a facility. These Agreements must be in full force and effect during the entire term of this permit.
3. The emergency shelter may operate seven (7) days a week with the hours of operation as specified in the Agreement(s).
4. The emergency shelter may accommodate a maximum of 100 men and women plus shelter staff. The shelter would provide sleeping facilities, meals, bathroom and shower facilities, and laundry access. In addition to shelter and meals, the shelter operator may provide referrals and access to services, including mental health, substance abuse treatment, medical care, legal services, public assistance and job training.
5. The applicant shall implement the Neighborhood Relations Plan and Security Plan for the emergency shelter that are included as attachments to the staff report. Any changes that may be proposed in the future to the Neighborhood Relations Plan or Security Plan after approval of this permit shall be subject to prior review and approval of the CDRA Agency Director and the Director of Health and Human Services.
6. On-site medical and/or substance abuse treatment services are allowed within the County Premises after all necessary state licensing requirements are satisfied. Such services may only commence after

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the Chief Building Official or his or her designee has determined that all building code requirements have been met.

7. Illegal drugs, alcohol, and weapons are prohibited within the County Premises.
8. All food service and handling operations shall comply with the requirements of California Health and Safety Code, Retail Food Code. Installation and use of commercial grade microwaves, commercial grade freezers and sinks shall be subject to prior review and approval by Building Services and Environmental Health Services. The installation of said equipment shall comply with the California Building Standards Code and all permits must be obtained and final inspections signed off prior to commencement of use. Any proposed on-site preparation of food shall be subject to prior approval of and issuance of permits by Building Services and Environmental Health Services.
9. As holder of this Conditional Use Permit, the County may request early termination of this permit through a written request to the Planning Division. In such an event, the County shall ensure the shelter operator ceases use of the County Premises on the date identified for termination of this permit
10. This Conditional Use Permit is extended for an additional five (5) years and shall remain valid until May 9, 2027.

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**INFORMATION TECHNOLOGY SECURITY ADDENDUM****1. Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

**2. Data Location**

2.1 Contractor shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and must reference this contract number.

**3. Data Encryption**

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

**4. Subcontractor Disclosure**

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

**FEDERAL CONDITIONS**

This Agreement may be funded in whole or in part with federal funds, in which case the following terms also apply.

**1. DEBARMENT CERTIFICATION**

- 1.1. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the County is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
  - 1.1.1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
  - 1.1.2. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
  - 1.1.3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.1.2 above; or
  - 1.1.4. Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
  - 1.1.5. Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- 1.2. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the County.
- 1.3. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

- 1.4. County will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the County if, at any time prior to executing the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the County may terminate this Agreement for default.

## **2. NON-DISCRIMINATION**

During the performance of this contract, the Contractor agrees:

- 2.1. To comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time;
- 2.2. Not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:
  - 2.2.1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., Treasury's implementing regulations at 31 C.F.R. Part 22, and any applicable implementing federal directives that may be issued;
  - 2.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.);
  - 2.2.3. The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23; and
  - 2.2.4. The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.
- 2.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the County or the applicable federal agency;
- 2.4. That, in the event Contractor fails to comply with any nondiscrimination provisions in this contract, the County and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including but not limited to withholding payments to the contractor until the contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part; and
- 2.5. To insert this clause, including subparagraphs above, in every subcontract and in every solicitation for a subcontract.

Compliance with all Non-Discrimination and Equal Employment Opportunity Laws:

- 2.6. It is the County's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The County does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age,

marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The County prohibits discrimination by its employees, contractors and consultants.

2.7. Contractor assures the County that it complies with, and that Contractor will require that its subcontractors comply with, all non-discrimination and equal opportunity laws.

2.8. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County may deem appropriate.

### **3. ALLOWABLE COSTS**

Contractor agrees that any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under the applicable provisions of 2 CFR, Part 200, are subject to repayment by Contractor to the County. Disallowed costs must be reimbursed to the County within sixty (60) days unless the County approves in writing an alternative repayment plan.

### **4. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)**

4.1. Contractors who apply or bid for an award of \$100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the County, who in turn will forward the certification(s) to the awarding agency.

4.2. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that:

4.2.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or 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 State or Federal contract, grant, loan, or cooperative agreement.

4.2.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 4.2.3. None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 4.3. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement 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.
- 4.4. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.
- 4.5. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, 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.

## **5. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

- 5.1. Any federally assisted construction contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 5.2. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **6. BUY AMERICA ACT**

The County and Contractor will comply with the Buy America requirement (23 U.S.C. 313). Buy America requires the County and Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the applicable federal agency determines that



such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the County that provides an adequate basis and justification for approval by the applicable federal agency.

## **7. DRUG-FREE CERTIFICATION**

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of 31 C.F.R. Part 20 (Governmentwide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- 7.1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- 7.2. Establish a Drug-Free Awareness Program to inform employees about:
  - 7.2.1. The dangers of drug abuse in the workplace;
  - 7.2.2. The person's or the organization's policy of maintaining a drug-free workplace;
  - 7.2.3. Any available counseling, rehabilitation, and employee assistance programs; and
  - 7.2.4. Penalties that may be imposed upon employees for drug abuse violations.
- 7.3. Every employee of Contractor who works under this Agreement shall:
  - 7.3.1. Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - 7.3.2. Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

## **8. ENVIRONMENTAL COMPLIANCE**

Contractor agrees to comply with the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (40 CFR) and all applicable standards, orders or regulations issued pursuant thereto. Contractor agrees to report any violation of these statutes and regulations to the County and understands and agrees that the County will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

## **9. RECORDS OF CONTRACTOR**

- 9.1. During the performance of this Contract and for a period of five years after the final payment is made, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.
- 9.2. Contractor shall keep and make records available for inspection and audit by representatives of the County upon reasonable written notice.

9.3. Records to be retained include, but are not limited to:

- 9.3.1. General ledger and subsidiary ledgers used to account for the receipt of funds from the County and the disbursements of such funds for eligible expenses related to the provision of Services;
- 9.3.2. Budget records for 2020 and through the fiscal year of this Contract; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;
- 9.3.3. Receipts of purchases made relating to the Services;
- 9.3.4. Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;
- 9.3.5. All reports, auditors, or other monitoring of subcontractors;
- 9.3.6. All documents supporting the provision of Services;
- 9.3.7. All internal and external communications (including email) related to the Services; and
- 9.3.8. All investigative files and inquiry reports involving the Services.

## **10. SUBCONTRACTOR COMPLIANCE**

Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

## **11. REMEDIES**

Should Contractor violate any of the terms of this Contract, County may terminate the Contract and pursue all available legal and equitable remedies.

## **12. RECOVERED MATERIALS**

- 12.1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 12.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 12.3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

## **13. DHS SEAL, LOGO, AND FLAGS**

In the case of FEMA funding, Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

## **14. COMPLIANCE WITH FEDERAL LAW**

Contractor acknowledges that federal financial assistance (e.g., FEMA funds, CARES Act funds, American Rescue Plan Act funds) may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and all policies, procedures, and directives issued by the applicable federal funding agency (e.g., FEMA, U.S. Department of the Treasury).

## **15. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The federal government disclaims any and all responsibility or liability to Contractor or any third parties for claims resulting from the death, bodily injury, property damages, or any other losses resulting from the performance of this contract.

## **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## **17. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- 17.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 17.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 17.3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 17.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**18. PUBLICATIONS.**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**19. INCREASING SEAT BELT USE IN THE UNITED STATES.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**20. REDUCING TEXT MESSAGING WHILE DRIVING.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

**21. PROTECTIONS FOR WHISTLEBLOWERS.**

Pursuant to 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this contract, a gross waste of federal funds, an abuse of authority related to this contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this contract.

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of the County of Placer from participating in any action related to a contract if he or she receives any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contributions by a party to be awarded the contract. An officer of the County of Placer includes the Board of Supervisors, any elected official, department head or chair, and any County employee who files a Form 700. It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any Officer of the County of Placer in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this Agreement?

       YES        NO

If yes, please identify the person(s) by name (if no, enter N/A): \_\_\_\_\_

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any Officer of the County of Placer in the twelve (12) months following any Officer action related to this Agreement?

       YES        NO

If yes, please identify the person(s) by name (if no, enter N/A): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude the County of Placer from awarding this Agreement to your firm or any taking any subsequent action related to this Agreement. It does, however, preclude the identified Officer(s) from participating in any actions related to this Agreement.

**CONTRACTOR NAME - The Gathering Inn**

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Print name of authorized individual

Date: \_\_\_\_\_

**QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)****COUNTY OF PLACER THROUGH ITS HEALTH AND HUMAN SERVICES DEPARTMENT  
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

COUNTY OF PLACER through its Health and Human Services Department ("Placer County") with The Gathering Inn (the "QSO") hereby agree to comply with the terms set forth in this Qualified Service Organization Agreement ("QSOA") whereby the QSO agrees to provide substance abuse and/or other services to Placer County's clients. Placer County may provide data and information related to substance abuse treatment to QSO in order for QSO to provide services to Placer County pursuant to the contract (the "Service Arrangement") between the QSO and Placer County. This QSOA is necessary to ensure the protection of the confidentiality of such data and information.

**RECITALS:**

WHEREAS, the QSO provides services for Placer County pursuant to which Placer County may disclose Protected Health Information ("PHI") and substance abuse treatment records to the QSO in order to enable the QSO to perform one or more functions for Placer County related to Treatment, Payment or Health Care Operations;

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the "Security Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316; and

WHEREAS, the parties also desire to comply with federal regulations of the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, relating to the use and disclosure of substance abuse treatment records.

NOW THEREFORE, the parties to this QSOA hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this QSOA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502, and 42 C.F.R. Part 2.
2. Obligations and Activities of the QSO.
  - 2.1. The QSO agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Placer County identifying or otherwise relating to substance abuse treatment, it is fully bound by the federal regulations under 42 C.F.R. Part 2.
  - 2.2. The QSO agrees to ensure that any substance abuse treatment records received from Placer County will not be re-disclosed to any other agency or subcontractor who provides services to the QSO, in accordance with 42 C.F.R. Part 2.

- 2.3. The QSO agrees to not use or further disclose PHI or substance abuse treatment records other than as permitted or required by this QSOA, as required by law or as permitted by law, provided such use or disclosure would also be permissible by law by Placer County. The QSO agrees to resist any efforts in judicial proceedings to obtain access to substance abuse treatment records except as expressly provided for in 42 C.F.R. Part 2.
- 2.4. The QSO agrees to use appropriate safeguards to prevent use or disclosure of the PHI or substance abuse treatment records other than as provided for by this QSOA. The QSO agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and substance abuse treatment records, as required by the "Security Rule," including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316.
- 2.5. The QSO agrees to mitigate, to the extent practicable, any harmful effect that is known to the QSO of a use or disclosure of PHI or substance abuse treatment records by the QSO in violation of the requirements of this QSOA, or of any Security Incident of which it becomes aware.
- 2.6. The QSO agrees to report to Placer County, in writing, any use or disclosure of PHI or substance abuse treatment records not provided for by this QSOA, within five (5) business days.
- 2.7. The QSO agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and substance abuse treatment records received from or created or received by the QSO, on behalf of Placer County, agrees to the same restrictions and conditions that apply through this QSOA to the QSO with respect to such information. Specifically, the QSO agrees to include the statutory required re-disclosure language every time the QSO re-discloses any substance abuse treatment records as follows:
- 2.7.1. This information has been disclosed to you from records protected by the Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.
- 2.8. The QSO shall, following the discovery of a breach of any substance abuse treatment records, promptly notify Placer County of such breach. Such notice shall include: a) the identification of each individual whose record has been, or is reasonably believed by the QSO to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of information that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by the QSO related to the breach; and f) contact information of the most knowledgeable individual for Placer County to contact relating to the breach and its investigation into the breach.
- 2.9. QSO agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.

### 3. Term and Termination.

- 3.1. The term of this QSOA shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI and substance abuse treatment records provided by Placer County to the QSO, or created or received by the QSO on behalf of Placer County, is destroyed or returned to Placer County, or, if it is infeasible to return or destroy it, protections are extended to such information, in accordance with the termination provisions of this Section.
- 3.2. Upon the either party's knowledge of a material breach by the other party, the party
  - 3.2.1. Provide an opportunity for the other party to cure the breach or end the violation and terminate this QSOA and the Service Arrangement if the violating party does not cure the breach or end the violation within the time specified by the other party.
  - 3.2.2. Immediately terminate this QSOA and the Service Arrangement if the party has breached a material term of this QSOA and cure is not possible; or
  - 3.2.3. If neither termination nor cure is feasible, the party shall report the violation to the HHS Secretary.
- 3.3. Except as provided in paragraph 3.4 of this Section, upon any termination or expiration of this QSOA, the QSO shall return or destroy all PHI and substance abuse treatment records received from Placer County, or created or received by the QSO on behalf of Placer County. This provision shall apply to PHI and substance abuse treatment records that are in the possession of subcontractors or agents of the QSO. The QSO shall retain no copies.
- 3.4. In the event that the QSO determines that returning or destroying the PHI and substance abuse treatment records is infeasible, the QSO shall provide to Placer County notification of the conditions that make return or destruction infeasible. The QSO shall extend the protections of this QSOA to such PHI and substance abuse treatment records and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as the QSO maintains such PHI and substance abuse treatment records.

### 4. Miscellaneous.

- 4.1. The Parties agree to take such action as is necessary to amend this QSOA from time to time as is necessary for Placer County to comply with the requirements of HIPAA, the Privacy and Security Rules, HITECH and 42 C.F.R. Part 2.
- 4.2. Any ambiguity in this QSOA shall be resolved to permit Placer County to comply with HIPAA, HITECH, and 42 C.F.R. Part 2.
- 4.3. The QSO is solely responsible for all decisions made by the QSO regarding the safeguarding of PHI and substance abuse treatment records.
- 4.4. Nothing express or implied in this QSOA is intended to confer, nor shall anything herein confer upon any person other than Placer County, the QSO and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- 4.5. Modification of the terms of this QSOA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.



- 4.6. This QSOA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- 4.7. Should any provision of this QSOA be found unenforceable, it shall be deemed severable and the balance of the QSOA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- 4.8. This QSOA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.
- 4.9. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- 4.10. This QSOA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

**CONTRACT FOR SERVICES  
DEPT. OF HEALTH & HUMAN SERVICES – ADULT SYSTEM OF CARE**

DESCRIPTION: Mobile Temporary Shelter (MTS) and Supportive Services  
 CONTRACT NO.  
 BEGINS: July 1, 2025  
 ENDS: June 30, 2027  
 ADMINISTERING AGENCY: Dept. of Health & Human Services, Adult System of Care Division

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This is an Agreement made and operative as of **July 1, 2025** ("Effective Date"), between the COUNTY OF PLACER, through its Department of Health & Human Services, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and The Gathering Inn, a nonprofit corporation, hereinafter referred to as "CONTRACTOR."

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, pursuant to California Government Code section 26227, the County may fund contracts to operate programs necessary to meet the social needs of the population of the County; and

Whereas, it is necessary and desirable that CONTRACTOR be retained for the purpose of providing emergency housing, shelter, and supportive services for operation of the mobile, temporary shelter for people experiencing homelessness located at 11517 F Avenue on the Placer County Government Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with emergency shelter and supportive services, as set forth in Exhibit 1, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this Agreement or duly executed amendments thereto.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit 2, titled Payment Provisions, attached hereto. The payment specified in Exhibit 2 shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **Three Million Three Hundred Ninety Thousand Five Hundred Nine Dollars (\$3,390,509)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. All components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

#### 4. **INVOICES:**

4.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. Invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit 2. COUNTY will review, and if the work performed is acceptable, approve, and issue payment within 30 calendar days of approval. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed.

4.2. Invoices for payment shall be on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with Exhibit 2. Invoices shall be accompanied by backup documentation such as receipts. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted.

4.3. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal  
Attn: Accounts Payable  
11434 B Avenue, Ste 100  
Auburn, CA 95603  
Email: HHSPayables@placer.ca.gov

4.4. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit 1, Exhibit 2, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for performing services pursuant to this Agreement. At COUNTY's discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR's use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR's personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain equipment. As determined by COUNTY, any damages incurred to COUNTY owned facilities or equipment due to lack of CONTRACTOR oversight or site management shall be the responsibility of the CONTRACTOR to replace and/or repair.

7. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules, and regulations. CONTRACTOR shall establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all applicable State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

8. **RIGHT TO MONITOR AND AUDIT:**

8.1. Local, state and federal governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable local, state and federal regulations are met. Local, state and federal governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential local, federal and/or state exception(s) discovered during such examination. COUNTY will follow-up and require that the CONTRACTOR takes timely and appropriate action on all deficiencies. Failure by the CONTRACTOR to take timely and appropriate action on all deficiencies shall constitute a material breach of this Agreement.

8.2. If CONTRACTOR expends an aggregate amount of federal financial assistance in a given fiscal year that exceeds the Single Audit threshold (\$1,000,000), CONTRACTOR will be subject to the requirements in 2 CFR Part 200 Subpart F, Audit Requirements, unless otherwise specified in program-specific guidance.

9. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

9.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any federal or state audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

9.2. To the extent that a federal or state audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

9.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by local, federal, and state audit agencies that directly relate to the services to be performed under this Agreement.

9.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

10. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2025 to June 30, 2027. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations. This contract may be renewed with mutual concurrence for one additional 2-year period.

**11. CONTINGENCY OF FUNDING:**

11.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

11.2. Any adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

**12. TERMINATION:**

12.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) calendar days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

12.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. CONTRACTOR shall furnish to COUNTY such financial and other information, which in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

12.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

13. **VIOLATIONS; BREACH:** As required by 2 CFR Part 200, Appendix II, this provision addresses the remedies available should CONTRACTOR violate or breach the terms of this Agreement. In the event CONTRACTOR violates the terms of this Agreement, County shall have all available remedies at law and equity.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, if requested by COUNTY, CONTRACTOR shall deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall

give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory Live Scan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither CONTRACTOR nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

CONTRACTOR and County agree that:

- (a) CONTRACTOR is free from the control and direction of County in connection with the performance of the services rendered pursuant to this Agreement;
- (b) CONTRACTOR is providing services directly to COUNTY;
- (c) CONTRACTOR has and will maintain at all relevant times a business license;
- (d) CONTRACTOR maintains a business location that is separate from COUNTY;
- (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
- (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from COUNTY;
- (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services;
- (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services;
- (i) CONTRACTOR has negotiated its own rates;
- (j) Consistent with the nature of the work, CONTRACTOR sets its own hours and location of work; and
- (k) CONTRACTOR has the sole right to control the manner and means of accomplishing the result desired under this Agreement and exercises its own discretion and independent judgement.

19. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever

20. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** See Exhibit 3, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

## **21. CONFIDENTIALITY OF RECORDS AND INFORMATION:**

21.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

21.2. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum Exhibit attached to this Agreement.

21.3. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

**22. CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.



### 23. **CONTRACT ADMINISTRATOR:**

23.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement.

23.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

23.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Jamie Gallagher, Program Manager  
Placer County Adult System of Care  
11434 B Avenue, Ste 200  
Auburn, CA 95603  
530.889.7283  
jgallagher@placer.ca.gov

24. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY:

Dr. Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
11434 B Avenue, Ste 100  
Auburn, CA 95603  
HHSContracts@placer.ca.gov

If to CONTRACTOR:

The Gathering Inn  
Attn: Keith Diederich, CEO  
4020 Sierra College Blvd, Suite C  
Rocklin, CA 95677  
Phone: 916.791.9355  
keith@thegatheringinn.com

Changes in contact person or address information shall be made by notice, in writing, to the other party.

25. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

26. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
27. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.
28. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.
29. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
30. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**THE GATHERING INN (“CONTRACTOR”)\***

\_\_\_\_\_  
Keith Diederich, President and CEO

☐ Chair of the Board, ☒ President, or  
☐ Vice President

Date: \_\_\_\_\_

**COUNTY OF PLACER (“COUNTY”)**

\_\_\_\_\_  
Daniel Chatigny, County Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Shore, Secretary

☒ Secretary, ☐ Asst. Secretary,  
☐ Chief Financial Officer, or ☐ Asst. Treasurer

Date: \_\_\_\_\_

Approved as to Form  
Office of Placer County Counsel

Date: \_\_\_\_\_

**EXHIBITS:**

Exhibit 1: Scope of Services

Exhibit 2: Payment Terms

Exhibit 3: Insurance & Indemnification Requirements

Exhibit 4: HIPAA Business Associate Agreement-Addendum

Exhibit 5: Information Technology Security Addendum

Exhibit 6: Federal Conditions

Exhibit 7: Levine Act Statement

Exhibit 8: Qualified Services Organization Agreement (QSOA)

\*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

**SCOPE OF SERVICES**

CONTRACTOR will operate the mobile, temporary shelter ("MTS") for people experiencing homelessness in Placer County, located at 11517 F Avenue on the Placer County Government Center. Upon execution of this Agreement, CONTRACTOR will provide a comprehensive list of policies and procedures that identify how the mobile temporary shelter operates and will work with the County to adjust and implement any revised policies and procedures that are mutually beneficial.

**1. General Intake Service Process/Requirements**

- 1.1. Eligibility for client entry to the MTS is that the individual is currently experiencing literal homelessness in Placer County in which their primary nighttime residence is an area or space not meant for human habitation. Client must be a current resident of Placer County for at least one (1) year, as shown by their current California identification card, or verified by a County service provider, or member of the County Homeless Liaison Team. Adult Institutional Housing and/or residential treatment in Placer County does not substantiate residency.

At intake, clients must agree to the terms of the Client Agreement, including curfews and storage capacity maximums.

- 1.2. Client referrals primarily come from the Placer County Department of Health and Human Services and community social services. Hospital referrals with approved residency will be allowed, based on space availability. Law enforcement related referrals will only be accepted from the Placer County Sheriff's Office, Placer County Probation Department, or with approval by any member of the County Homeless Liaison Team.
- 1.3. CONTRACTOR will inform the County contract administrator, or other County stakeholders, the number of empty spaces available on a regular basis and as requested by the County.
- 1.4. CONTRACTOR will hold a set number of beds for Placer County Sheriff's Office, Placer County Probation Department, or any member of the County Homeless Liaison Team. The number of reserved beds will be determined by the County Homeless Liaison Team.
- 1.5. Upon Client Intake, a brief interview and orientation to the grounds and facility features will occur, followed by an introduction of the client to the Client Agreement; a document outlining the rules and expectations of all clients.
- 1.6. CONTRACTOR will provide clients a tent, a cot, a sleeping bag, blankets and two storage bins, which every client must be able to fit their belongings in. CONTRACTOR will ensure cleanliness by performing tent and wellness inspections on a daily basis. Any damages incurred to COUNTY owned equipment due to lack of CONTRACTOR oversight or site management shall be the responsibility of the CONTRACTOR to replace and/or repair.
- 1.7. Clients are allowed exit and re-entry every day from 6:00am and 8:00pm. Clients are required to be on-site between 8:00 pm and 6:00am. Exceptions shall be made for clients who work and must return after-hours.

- 1.8. Clients will be required to engage with Case Management, develop individualized plans which ensure a connection with mainstream benefits, employment, healthcare, and work toward a housing goal.
- 1.9. The site will have one point of entry and exit, staffed 24/7. Clients will be subject to bag and pocket emptying searches upon entry.
- 1.10. Any form of alcohol, drugs, and/or drug paraphernalia are strictly prohibited on site.
- 1.11. CONTRACTOR will not charge clients for any service(s) offered under this program and shall not require religious participation as a condition of stay.
- 1.12. Client eligibility for the MTS shall not be limited by race, ethnicity, religious belief, sexual orientation, or gender identity.
- 1.13. CONTRACTOR services will include a 24 hour/day, 7 days per week program that provides a support system of specialized case management services to connect clients to resources and help resolve homelessness.

## **2. On-Site Staffing**

CONTRACTOR shall staff the mobile temporary shelter 24/7. The following positions include all staff on-site by position, role and responsibility.

- 2.1. Program Director (.5 FTE): oversees all internal operations of both the congregate shelter and the mobile temporary shelter programs. This includes but is not limited to: ensuring the safety of clients, staff and volunteers, ensuring adequate program activities and resources to support the mission, vision & values of the organization as related to clients, hiring & management of staff & volunteers, oversight of facilities maintenance, developing program activities, and managing relationships with community partners.
- 2.2. Shelter Manager (1 FTE): manages day-to-day operations of the program; provides direct supervision to monitor staff; collaborates with congregate shelter manager.
- 2.3. Case Managers (3 FTE): meet with clients weekly or bi-weekly. It is expected that for the first two months of a client's participation in the program, at least 80% of follow up will be conducted in person vs. by phone. Provide after-care once housing is obtained.
- 2.4. Mental Health Clinician (.5 FTE): conducts weekly individual, family, and group psychotherapy sessions for adults experiencing homelessness, utilizing evidence-based psychoanalytic and/or cognitive behavioral therapies.
- 2.5. SUD Counselor (1 FTE): facilitates groups for interactive learning and sharing with multiple topics focused on SUD issues; monitors behavior in individual and group sessions and intervenes when necessary. Maintains accurate and descriptive progress notes; provides counseling and resources for addiction, recovery, relapse prevention, and social issues.
- 2.6. Monitors (13 FTE): 3 per shift; assures quality service to all clients in a compassionate and professional manner. Supportive interaction with clients and co-workers, continually assess clients' needs and maintain a calm and peaceful environment.

### **3. Parking**

CONTRACTOR shall utilize COUNTY provided parking lot at 11558 F Avenue, Auburn CA 95603 for CONTRACTOR staff and registered shelter guest parking. CONTRACTOR shall ensure the designated parking area is maintained and clean of trash, debris, or other items left by shelter guests. CONTRACTOR is responsible for the towing of abandoned or inoperable vehicles in a timely manner. CONTRACTOR shall maintain a parking permit process that identifies vehicle ownership and shall ensure all vehicles within the designated parking area are operable and currently registered with the California Department of Motor Vehicles. COUNTY shall maintain exclusive control and management, at all times, of all vehicle parking areas, driveways, entrances and exits thereto and other facilities furnished by COUNTY in the Placer County Government Center (PCGC).

### **4. Case Management**

CONTRACTOR shall have written case management procedures and forms that include the following:

- 4.1. **Needs assessment.** The goal of an assessment is to determine the client's medical, physical, mental, psychosocial, and emotional health; substance abuse, domestic violence, education, and employment history; housing readiness; and legal and financial circumstances; and strengths and needs. This assessment will then be used to triage and subsequently appropriately case manage, refer and place clients in various programs across the entire spectrum of care in our community. Contractor shall provide or refer guests to the following services in coordination with case management and shelter programming:

- Housing/rent readiness
- Stable housing placement
- Primary health services
- Mental health services
- Alcohol and substance abuse treatment programs
- Mainstream benefits programs
- Veteran's services
- Employment readiness

Once a case manager completes the comprehensive intake, a permanent case manager is appointed within 7 days of intake. This gives the client time to adjust to the environment and commit to participating in the program by developing trust-based relationships with staff and other clients.

Client and case manager work together to complete a formal "Full Needs Assessment" during their initial case management meeting. This assessment is broken down into 2 main components: needs triage and need levels. The needs triage asks basic "yes or no" questions regarding clothing, food, transportation, insurance, non-cash benefits, judicial system, documentation, etc. Following the triage, the need levels help the case manager and client to prioritize needs and develop a case plan by setting goals and action steps towards those goals for each of the identified needs.

Once goals have been established, the action steps toward each goal will focus on necessary services and referrals.

Case managers collaborate with partners in the community. If an individual arrives at the shelter with services in place the case managers work with representatives from these partners to ensure goals align to better the client's situation.

- 4.2. **Service transactions:** CONTRACTOR case managers are responsible for updating service transactions in HMIS based on the work done with the client. This provides a service history for each client that will follow them to other service providers.
- 4.3. **Length of stay requirements:** Clients will be allowed to reside at the Mobile Temporary Shelter for a maximum length of one hundred eighty (180) calendar days from date of entry.

Within thirty (30) days after entry, CONTRACTOR case managers shall have developed a 180-day case plan with the goal to transition to Mid Placer Congregate Shelter or permanent supportive housing. If client is willfully non-compliant at any point with their individualized case plan, they will be exited from the program. Reentry to the shelter program will be at the discretion of the shelter manager, with input by the Homeless Liaison Team.

**Case plans and action steps:** CONTRACTOR case managers are responsible for updating a clients' case plan and assigning action steps. In addition, the case managers update case notes relevant to the specific goal.

Clients are required to attend weekly case management meetings and weekly shelter programming in accordance with their individualized case plans.

- 4.4. **Referral procedures:** CONTRACTOR shall establish referral and follow-up procedures to confirm all referrals made to other services. Documentation of referrals made and referral confirmation must be maintained in client files. CONTRACTOR case managers shall monitor referrals and eligibility requirements for other services to ensure that guests are engaging with all available services.
- 4.5. **Primary health services:** If a client does not have an established primary care physician, the case manager will arrange for a referral to local clinics including but not limited to Stallant Health, Chapa De, Well Space, and dental care.
- 4.6. **Mental health services:** CONTRACTOR has an onsite Mental Wellness program, with two licensed therapists providing weekly individual therapy and group classes. If there is no availability for the onsite therapy program, case managers will refer clients to the Mental Health Screening Clinic at ASOC.
- 4.7. **Alcohol and substance abuse treatment program:** CONTRACTOR refers to on-staff SUD counselors, Placer County ASOC's Substance Use Screening Clinic, Granite Wellness, and other SUD providers for inpatient and outpatient treatment opportunities.
- 4.8. **Mainstream benefits:** It is determined at intake if the client is enrolled in mainstream benefits. If the client is interested, the case manager assists clients with filing paperwork for Cal-Fresh, Medi-Cal and General Assistance, Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).

- 4.9. **Veteran Services:** CONTRACTOR actively participates in case conferencing regarding the homeless veteran population in Placer County. We meet twice a month and collaborate with the Veteran Service Organization, Veteran Affairs, City of Roseville, Placer County, Volunteers of America and many others for housing support. Case conferencing allows the case managers to work with other partners that work with the clients to not duplicate work done by multiple agencies touching the same individual.
- 4.10. **Employment services:** CONTRACTOR works with local employers to hire current clients eligible for work. CONTRACTOR case managers shall send referrals to the Department of Rehabilitation to assist eligible clients with finding the right job related to their abilities. Case managers, through individual meetings and life skills classes, shall provide assistance to clients with resume writing and interviewing skills.
- 4.11. **Progress notes:** Case managers shall complete follow-up contacts for six (6) months (e.g., phone calls, office visits, etc.) with clients that have achieved successful housing placement goals and must adequately document the follow-up contacts in the client files.
- 4.12. **HMIS:** Operator will participate in the Homeless Management Information System (HMIS) in coordination with the local Continuum of Care, Homeless Resource Council of the Sierras. CONTRACTOR will input all clients into HMIS. CONTRACTOR will input complete, accurate and timely client and program information into HMIS system.

## **5. Meals and Water**

CONTRACTOR shall provide clients with a breakfast, lunch, and dinner meal. Potable water must be readily accessible for clients at all hours. All staff and clients who handle food shall complete a food safety certification course prior to handling/serving food. CONTRACTOR shall employ at least one staff person with a Food Managers card to monitor and manage training participants and staff who will be handling food. All food handling and serving must follow all applicable state and federal law and guidelines.

## **6. Extended Services for Emergencies**

At the request of the COUNTY, CONTRACTOR may be able to provide limited overflow services for emergencies or extreme weather-related incidents. Emergency weather plans will be put in place to temporarily house more people during extreme weather events.

- 6.1. During the summer months, COUNTY will review the National Weather Service forecast and Heat Risk index regularly for Auburn, CA. Days forecasted with major heat risk (within 3-days) will qualify for the deployment of the MTS as a heat respite location. COUNTY will coordinate with CONTRACTOR on active dates and hours of the respite center.

The County Contract Administrator will coordinate with the HHS liaison to Placer County 211 and communicate the following information:

- Active date(s) for heat respite services
- Active hours for heat respite services
- Address of heat respite services

CONTRACTOR shall make the MTS available on the agreed-upon dates and hours to unsheltered, non-guest, individuals on a walk-up basis. CONTRACTOR will report the number of



unsheltered individuals served during the provision of heat respite services to County Contract Administrator.

## **7. Contraband**

CONTRACTOR does not allow weapons or drugs and alcohol on premises at any time. Should any of these items be found in individual's possession, they are immediately confiscated and reported/turned into PCSO/Probation.

## **8. Grievance Process**

A client may request a grievance form from any staff member on duty. The completed form is then placed by the client into a locked box that is accessed by the program director. Upon review of the grievance, the program director seeks resolution through speaking with the client or named staff. If a resolution cannot be achieved, the grievance goes up the chain of command to the CONTRACTOR Chief Operating Officer and/or the Chief Executive Officer. A copy of the grievance and outcome will be shared with the contract administrator.

## **9. Denials to Entry**

CONTRACTOR understands that many of the clients we serve have past experiences that may make them hesitant to seek services at the shelter. Currently, the following are reasons why a client may be denied entry to the shelter:

- Does not meet Placer County residency requirement.
- Unwilling to part with weapons, paraphernalia, drugs and/or alcohol.
- Unwilling to have property searched upon entry.
- Under age 18.

## **10. Reasons for Exit from Program**

Clients may be asked to exit the program and leave the shelter facility at CONTRACTOR discretion, for the following reasons:

- Behavioral issues including criminal, violent, threatening staff or other clients.
- Aggressive animal behavior.
- Missed curfews.
- Excessive unexcused absences.
- Weapons or drugs/alcohol brought into shelter.
- Failure to comply with signed MTS Guest Agreement.
- Willful non-compliance with client case-plan.
- Reaching 180 day maximum stay.

## **11. Project Performance Measures**

11.1. CONTRACTOR shall report on the following performance measures monthly. Reports shall be provided in writing to the contract administrator. The following performance measures are the minimum goals for shelter operations and are subject to change at the discretion of the County based on evidence-based practices for the population served and recommendations of the U.S. Department of Housing and Urban Development:

At a minimum, reporting shall reflect unique clients served over the month, and cumulatively. It shall include data on the count and percent of clients by:

1. Referring agency
2. Prior living situation at time of entry
3. Average length of stay at the Program

4. Types and instances of services provided to program participants
5. Destination upon exit
6. Basic demographic information
  - a. Gender
  - b. Age
  - c. Race
  - d. Self-reported mental health disability
  - e. Chronic homeless status

CONTRACTOR will also track:

- Number of clients transitioned into transitional or permanent housing
- Number of clients with mental health, physical disability and/or substance use
- Number of clients who exited with employment income and SSI/SSDI/SS Retirement
- Number of clients who gain access to benefits
- Number of past clients who had transitioned to housing and returned to the shelter
- Number of clients denied entry and for what factors
- Number of shelter clients who complete a needs assessment and case management plan.

11.2. CONTRACTOR will strive to place 30% of clients into improved housing destinations such as Emergency Shelter, Transitional Housing, residential treatment, and permanent housing. Success will rely heavily on continued COUNTY support of permanent supportive housing options.

## **12. Policy Development and Implementation**

CONTRACTOR will provide a comprehensive list of policies and procedures that identify how the Mobile Temporary shelter operates and will work with the County to adjust and implement any revised policies and procedures that are mutually beneficial.

CONTRACTOR shall facilitate monthly clinical case conferencing meetings with County partner agencies to address shelter guests with higher level of needs and collaboratively guide progress for their individualized case plans.

CONTRACTOR shall facilitate shelter update meetings with the County's Homeless Liaison Team on a frequency agreed upon by the CONTRACTOR and Homeless Liaison Team.

**PAYMENT PROVISIONS**

1. CONTRACTOR must submit Summary cost reporting documentation, including receipts, with invoices and retain all back up documentation for seven years.
2. This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost in a total amount not to exceed **Three Million Three Hundred Ninety Thousand Five Hundred Nine Dollars (\$3,390,509)** in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.
3. CONTRACTOR shall provide invoices for services including backup documentation such as receipts on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. Invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. no later than July 15th.
4. Payments will not be made by COUNTY on an invoice unless that month's data has been submitted by CONTRACTOR and approved by COUNTY. This budget is subject to modification with approval of the County Contract Administrator, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

<b>Personnel Expenses</b>	<b>FTE</b>	<b>Annual Cost FY 2025-26</b>	<b>Annual Cost FY 2025-26</b>	<b>24 Month Operating Budget</b>
Program Director	.5	\$ 50,000	\$ 50,000	\$ 100,000
Shelter Manager	1	\$ 68,640	\$ 70,720	\$ 139,360
Case Manager	3	\$ 174,720	\$ 179,962	\$ 354,681
Mental Health Clinician	.5	\$ 31,200	\$ 31,200	\$ 62,400
SUD Counselor	1	\$ 58,240	\$ 59,987	\$ 118,227
Monitor	13	\$ 630,000	\$ 700,000	\$ 1,330,000
Taxes & Benefits		\$ 210,000	\$ 220,000	\$ 430,000
<b>Total Personnel Expenses</b>		<b>\$ 1,222,800</b>	<b>\$ 1,311,869</b>	<b>\$ 2,534,669</b>

  

<b>Direct Expenses</b>	<b>Annual Cost FY 2025-26</b>	<b>Annual Cost FY2026-27</b>	<b>24 Month Operating Budget</b>
Food (for clients)	\$ 10,000	\$ 10,000	\$ 20,000
Program Supplies	\$ 15,000	\$ 15,000	\$ 30,000
HMIS Licensing	\$ 5,300	\$ 5,300	\$ 10,600
Office Supplies	\$ 8,000	\$ 8,000	\$ 16,000
Drug Tests	\$ 6,000	\$ 6,000	\$ 12,000
Cell Phones/Internet	\$ 7,000	\$ 7,000	\$ 14,000
Facilities Maintenance	\$ 2,500	\$ 2,500	\$ 5,000
Mileage	\$ 3,000	\$ 3,000	\$ 6,000
Employee Training	\$ 3,500	\$ 3,500	\$ 7,000
Employee Uniforms	\$ 3,000	\$ 3,000	\$ 6,000
Background Checks	\$ 1,000	\$ 1,000	\$ 2,000
Insurance	\$ 140,000	\$ 145,000	\$ 285,000
Indirect	\$ 214,065	\$ 228,175	\$ 442,240
<b>Grand Total</b>	<b>\$ 1,641,165</b>	<b>\$ 1,749,344</b>	<b>\$ 3,390,509</b>

**INSURANCE & INDEMNIFICATION REQUIREMENTS**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

**1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement.

CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

**2. INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

**3. CANCELLATION NOTICE:**

CONTRACTOR – Shall not change these policies without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.

**4. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

## **5. GENERAL LIABILITY INSURANCE:**

5.1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

5.2. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

5.3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- Two million dollars (\$2,000,000) each occurrence
- Four million dollars (\$4,000,000) aggregate

5.4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - Two million dollars (\$2,000,000) for Products-Completed Operations
  - Four million dollars (\$4,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be four million dollars (\$4,000,000).

5.5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - Two million dollars (\$2,000,000) aggregate for Products Completed Operations
  - Four million dollars (\$4,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages: If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the COUNTY as noted above. In no case shall the types of policies be different.

**6. ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 6.1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 6.2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

**7. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**8. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

- 8.1. Professional Liability Insurance for Errors & Omissions coverage in the amount of not less than two million dollars (\$2,000,000).
- 8.2. If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors & Omissions shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.
- 8.3. The insurance coverage provided by the Contractor shall contain language providing coverage up to three (3) years following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**9. ADDITIONAL REQUIREMENTS:**

- 9.1. Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- 9.2. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000 unless the CONTRACTOR can provide documentation that they can financially support a higher deductible.
- 9.3. CONTRACTOR's Obligations: CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 9.4. Verification of Coverage: CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.5. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM**

**Whereas** "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CONTRACTOR/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below), and

**Whereas** CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws, and

**Whereas** BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164), and

**Whereas** BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 1280.18; and Civil Code Section 56.05, and

**Whereas** as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum, and

**Whereas** CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection, and

**Whereas** BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations, and

**Whereas** BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, COUNTY/Covered Entity and CONTRACTOR/Business Associate agree as follows:

**1. DEFINITIONS**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1. CONTRACT - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.



- 1.2. BREACH - shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- 1.3. BREACH NOTIFICATION RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- 1.4. BUSINESS ASSOCIATE - shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5. COVERED ENTITY - shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6. COUNTY - shall mean the entity providing/making available the information.
- 1.7. DATA AGGREGATION - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8. DESIGNATED RECORD SET - shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9. ELECTRONIC PROTECTED HEALTH INFORMATION - means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10. ELECTRONIC HEALTH RECORD - shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11. HEALTH CARE OPERATIONS - shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12. INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term "individual" as defined by 45 CFR 164.501.
- 1.13. INFORMATION - shall mean any "health information" provided to and/or made available by COUNTY to CONTRACTOR, and has the same meaning as the term "health information" as defined by 45 CFR 160.102.
- 1.14. PARTIES - shall mean COUNTY/Covered Entity and CONTRACTOR/Business Associate.
- 1.15. PRIVACY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16. PROTECTED HEALTH INFORMATION or PHI - means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section

164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

- 1.17. PROTECTED INFORMATION - shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- 1.18. SECRETARY - shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.19. SECURITY INCIDENT - shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20. SECURITY RULE - shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21. UNSECURED PHI - shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## **2. TERM**

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

## **3. OBLIGATIONS OF CONTRACTOR/BUSINESS ASSOCIATE**

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes

relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- 3.5. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].
- 3.6. **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- 3.7. **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- 3.8. **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(A)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 3.11. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of

Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)].

- 3.13. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14. Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

#### **4. HIPAA COMPLIANCE PLAN REQUIREMENT**

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1. The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2. A process for tracking the training of staff and subcontractors.
- 4.3. A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4. A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5. A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

#### **5. DATA AGGREGATION SERVICES**

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

#### **6. TERMINATION**

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

#### **7. ADDITIONAL BREACH GROUNDS**

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

**8. INJUNCTIVE RELIEF**

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

**9. AMENDMENTS**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**10. DISCLAIMER**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

**11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

**12. NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. EFFECT ON CONTRACT**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

#### **14. INTERPRETATION**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

#### **15. SOFTWARE SECURITY**

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.



**INFORMATION TECHNOLOGY SECURITY ADDENDUM****1. Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

**2. Data Location**

2.1 Contractor shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and must reference this contract number.

**3. Data Encryption**

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

**4. Subcontractor Disclosure**

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

**FEDERAL CONDITIONS**

This Agreement may be funded in whole or in part with federal funds, in which case the following terms apply.

**1. DEBARMENT CERTIFICATION**

- 1.1. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the County is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
  - 1.1.1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
  - 1.1.2. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
  - 1.1.3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.1.2 above; or
  - 1.1.4. Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
  - 1.1.5. Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- 1.2. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the County.
- 1.3. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

- 1.4. County will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the County if, at any time prior to executing the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the County may terminate this Agreement for default.

## **2. NON-DISCRIMINATION**

During the performance of this contract, the Contractor agrees:

- 2.1. To comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time;
- 2.2. Not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:
  - 2.2.1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., Treasury's implementing regulations at 31 C.F.R. Part 22, and any applicable implementing federal directives that may be issued;
  - 2.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.);
  - 2.2.3. The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23; and
  - 2.2.4. The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.
- 2.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the County or the applicable federal agency;
- 2.4. That, in the event Contractor fails to comply with any nondiscrimination provisions in this contract, the County and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including but not limited to withholding payments to the contractor until the contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part; and
- 2.5. To insert this clause, including subparagraphs above, in every subcontract and in every solicitation for a subcontract.

Compliance with all Non-Discrimination and Equal Employment Opportunity Laws:

- 2.6. It is the County's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The County does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age,

marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The County prohibits discrimination by its employees, contractors and consultants.

2.7. Contractor assures the County that it complies with, and that Contractor will require that its subcontractors comply with, all non-discrimination and equal opportunity laws.

2.8. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County may deem appropriate.

### **3. ALLOWABLE COSTS**

Contractor agrees that any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under the applicable provisions of 2 CFR, Part 200, are subject to repayment by Contractor to the County. Disallowed costs must be reimbursed to the County within sixty (60) days unless the County approves in writing an alternative repayment plan.

### **4. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)**

4.1. Contractors who apply or bid for an award of \$100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the County, who in turn will forward the certification(s) to the awarding agency.

4.2. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that:

4.2.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or 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 State or Federal contract, grant, loan, or cooperative agreement.

4.2.2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 4.2.3. None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 4.3. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement 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.
- 4.4. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.
- 4.5. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, 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.

## **5. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

- 5.1. Any federally assisted construction contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 5.2. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **6. BUY AMERICA ACT**

The County and Contractor will comply with the Buy America requirement (23 U.S.C. 313). Buy America requires the County and Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the applicable federal agency determines that

such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the County that provides an adequate basis and justification for approval by the applicable federal agency.

## **7. DRUG-FREE CERTIFICATION**

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of 31 C.F.R. Part 20 (Governmentwide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- 7.1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- 7.2. Establish a Drug-Free Awareness Program to inform employees about:
  - 7.2.1. The dangers of drug abuse in the workplace;
  - 7.2.2. The person's or the organization's policy of maintaining a drug-free workplace;
  - 7.2.3. Any available counseling, rehabilitation, and employee assistance programs; and
  - 7.2.4. Penalties that may be imposed upon employees for drug abuse violations.
- 7.3. Every employee of Contractor who works under this Agreement shall:
  - 7.3.1. Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - 7.3.2. Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

## **8. ENVIRONMENTAL COMPLIANCE**

Contractor agrees to comply with the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (40 CFR) and all applicable standards, orders or regulations issued pursuant thereto. Contractor agrees to report any violation of these statutes and regulations to the County and understands and agrees that the County will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

## **9. RECORDS OF CONTRACTOR**

- 9.1. During the performance of this Contract and for a period of five years after the final payment is made, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.
- 9.2. Contractor shall keep and make records available for inspection and audit by representatives of the County upon reasonable written notice.

9.3. Records to be retained include, but are not limited to:

- 9.3.1. General ledger and subsidiary ledgers used to account for the receipt of funds from the County and the disbursements of such funds for eligible expenses related to the provision of Services;
- 9.3.2. Budget records for 2020 and through the fiscal year of this Contract; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;
- 9.3.3. Receipts of purchases made relating to the Services;
- 9.3.4. Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;
- 9.3.5. All reports, audits, or other monitoring of subcontractors;
- 9.3.6. All documents supporting the provision of Services;
- 9.3.7. All internal and external communications (including email) related to the Services; and
- 9.3.8. All investigative files and inquiry reports involving the Services.

#### **10. SUBCONTRACTOR COMPLIANCE**

Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

#### **11. REMEDIES**

Should Contractor violate any of the terms of this Contract, County may terminate the Contract and pursue all available legal and equitable remedies.

#### **12. RECOVERED MATERIALS**

- 12.1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 12.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 12.3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

#### **13. DHS SEAL, LOGO, AND FLAGS**

In the case of FEMA funding, Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

#### **14. COMPLIANCE WITH FEDERAL LAW**

Contractor acknowledges that federal financial assistance (e.g., FEMA funds, CARES Act funds, American Rescue Plan Act funds) may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and all

policies, procedures, and directives issued by the applicable federal funding agency (e.g., FEMA, U.S. Department of the Treasury).

#### **15. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The federal government disclaims any and all responsibility or liability to Contractor or any third parties for claims resulting from the death, bodily injury, property damages, or any other losses resulting from the performance of this contract.

#### **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **17. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- 17.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 17.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 17.3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.



17.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **18. PUBLICATIONS.**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

#### **19. INCREASING SEAT BELT USE IN THE UNITED STATES.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

#### **20. REDUCING TEXT MESSAGING WHILE DRIVING.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **21. PROTECTIONS FOR WHISTLEBLOWERS.**

Pursuant to 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this contract, a gross waste of federal funds, an abuse of authority related to this contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this contract.

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of the County of Placer from participating in any action related to a contract if he or she receives any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contributions by a party to be awarded the contract. An officer of the County of Placer includes the Board of Supervisors, any elected official, department head or chair, and any County employee who files a Form 700. It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any Officer of the County of Placer in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this Agreement?

       YES        NO

If yes, please identify the person(s) by name (if no, enter N/A): \_\_\_\_\_

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any Officer of the County of Placer in the twelve (12) months following any Officer action related to this Agreement?

       YES        NO

If yes, please identify the person(s) by name (if no, enter N/A): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude the County of Placer from awarding this Agreement to your firm or any taking any subsequent action related to this Agreement. It does, however, preclude the identified Officer(s) from participating in any actions related to this Agreement.

**CONTRACTOR NAME – The Gathering Inn**

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Print name of authorized individual

Date: \_\_\_\_\_

**QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA)****COUNTY OF PLACER THROUGH ITS HEALTH AND HUMAN SERVICES DEPARTMENT  
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

COUNTY OF PLACER through its Health and Human Services Department ("Placer County") with The Gathering Inn (the "QSO") hereby agree to comply with the terms set forth in this Qualified Service Organization Agreement ("QSOA") whereby the QSO agrees to provide substance abuse and/or other services to Placer County's clients. Placer County may provide data and information related to substance abuse treatment to QSO in order for QSO to provide services to Placer County pursuant to the contract (the "Service Arrangement") between the QSO and Placer County. This QSOA is necessary to ensure the protection of the confidentiality of such data and information.

**RECITALS:**

WHEREAS, the QSO provides services for Placer County pursuant to which Placer County may disclose Protected Health Information ("PHI") and substance abuse treatment records to the QSO in order to enable the QSO to perform one or more functions for Placer County related to Treatment, Payment or Health Care Operations;

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the "Security Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316; and

WHEREAS, the parties also desire to comply with federal regulations of the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, relating to the use and disclosure of substance abuse treatment records.

NOW THEREFORE, the parties to this QSOA hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this QSOA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502, and 42 C.F.R. Part 2.
2. Obligations and Activities of the QSO.
  - 2.1. The QSO agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Placer County identifying or otherwise relating to substance abuse treatment, it is fully bound by the federal regulations under 42 C.F.R. Part 2.
  - 2.2. The QSO agrees to ensure that any substance abuse treatment records received from Placer County will not be re-disclosed to any other agency or subcontractor who provides services to the QSO, in accordance with 42 C.F.R. Part 2.

- 2.3. The QSO agrees to not use or further disclose PHI or substance abuse treatment records other than as permitted or required by this QSOA, as required by law or as permitted by law, provided such use or disclosure would also be permissible by law by Placer County. The QSO agrees to resist any efforts in judicial proceedings to obtain access to substance abuse treatment records except as expressly provided for in 42 C.F.R. Part 2.
- 2.4. The QSO agrees to use appropriate safeguards to prevent use or disclosure of the PHI or substance abuse treatment records other than as provided for by this QSOA. The QSO agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and substance abuse treatment records, as required by the "Security Rule," including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316.
- 2.5. The QSO agrees to mitigate, to the extent practicable, any harmful effect that is known to the QSO of a use or disclosure of PHI or substance abuse treatment records by the QSO in violation of the requirements of this QSOA, or of any Security Incident of which it becomes aware.
- 2.6. The QSO agrees to report to Placer County, in writing, any use or disclosure of PHI or substance abuse treatment records not provided for by this QSOA, within five (5) business days.
- 2.7. The QSO agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and substance abuse treatment records received from or created or received by the QSO, on behalf of Placer County, agrees to the same restrictions and conditions that apply through this QSOA to the QSO with respect to such information. Specifically, the QSO agrees to include the statutory required re-disclosure language every time the QSO re-discloses any substance abuse treatment records as follows:
- 2.7.1. This information has been disclosed to you from records protected by the Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.
- 2.8. The QSO shall, following the discovery of a breach of any substance abuse treatment records, promptly notify Placer County of such breach. Such notice shall include: a) the identification of each individual whose record has been, or is reasonably believed by the QSO to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of information that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by the QSO related to the breach; and f) contact information of the most knowledgeable individual for Placer County to contact relating to the breach and its investigation into the breach.
- 2.9. QSO agrees that no PHI may be received, maintained, stored, accessed or transmitted outside of the United States of America.

### 3. Term and Termination.

- 3.1. The term of this QSOA shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI and substance abuse treatment records provided by Placer County to the QSO, or created or received by the QSO on behalf of Placer County, is destroyed or returned to Placer County, or, if it is infeasible to return or destroy it, protections are extended to such information, in accordance with the termination provisions of this Section.
- 3.2. Upon the either party's knowledge of a material breach by the other party, the party
  - 3.2.1. Provide an opportunity for the other party to cure the breach or end the violation and terminate this QSOA and the Service Arrangement if the violating party does not cure the breach or end the violation within the time specified by the other party.
  - 3.2.2. Immediately terminate this QSOA and the Service Arrangement if the party has breached a material term of this QSOA and cure is not possible; or
  - 3.2.3. If neither termination nor cure is feasible, the party shall report the violation to the HHS Secretary.
- 3.3. Except as provided in paragraph 3.4 of this Section, upon any termination or expiration of this QSOA, the QSO shall return or destroy all PHI and substance abuse treatment records received from Placer County, or created or received by the QSO on behalf of Placer County. This provision shall apply to PHI and substance abuse treatment records that are in the possession of subcontractors or agents of the QSO. The QSO shall retain no copies.
- 3.4. In the event that the QSO determines that returning or destroying the PHI and substance abuse treatment records is infeasible, the QSO shall provide to Placer County notification of the conditions that make return or destruction infeasible. The QSO shall extend the protections of this QSOA to such PHI and substance abuse treatment records and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as the QSO maintains such PHI and substance abuse treatment records.

### 4. Miscellaneous.

- 4.1. The Parties agree to take such action as is necessary to amend this QSOA from time to time as is necessary for Placer County to comply with the requirements of HIPAA, the Privacy and Security Rules, HITECH and 42 C.F.R. Part 2.
- 4.2. Any ambiguity in this QSOA shall be resolved to permit Placer County to comply with HIPAA, HITECH, and 42 C.F.R. Part 2.
- 4.3. The QSO is solely responsible for all decisions made by the QSO regarding the safeguarding of PHI and substance abuse treatment records.
- 4.4. Nothing express or implied in this QSOA is intended to confer, nor shall anything herein confer upon any person other than Placer County, the QSO and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- 4.5. Modification of the terms of this QSOA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.

- 4.6. This QSOA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- 4.7. Should any provision of this QSOA be found unenforceable, it shall be deemed severable and the balance of the QSOA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- 4.8. This QSOA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance.
- 4.9. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- 4.10. This QSOA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.