

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
RTZ Associates, Inc.
_____,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

In-Home Supportive Services and Health Benefits Management Software

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 112,350.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2021 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Michael Zawadski, JD, President
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 3736 Mt. Diablo Blvd. Lafayette, CA 94549
Address 831-755-4430	Address 510-986-6700
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

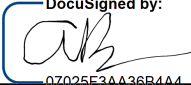
Date: _____

By: _____
Department Head (if applicable)

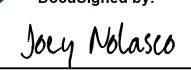
Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹
By: _____
DocuSigned by: 
07025F3AA36B4A4...

County Counsel
5/27/2021 | 2:56 PM PDT

Approved as to Fiscal Provisions²
By: _____
DocuSigned by: 
F60C442ED05B437...


Auditor/Controller
5/27/2021 | 3:01 PM PDT

Approved as to Liability Provisions³
By: _____
Risk Management

Date: _____

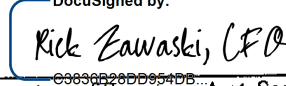
RTZ Associates, Inc.

Contractor's Business Name*

By: _____
DocuSigned by: 
51A7E70C7235466...

(Signature of Chair, President, or Vice-President) *

Date: _____
Name and Title
5/27/2021 | 3:57 PM PDT

By: _____
DocuSigned by: 
6363228D954D5...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Date: _____
Name and Title
5/27/2021 | 8:40 AM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

List of Exhibits
RTZ Associates, Inc.

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	DSS Additional Provisions
Exhibit	C	Service Level Agreement
Exhibit	D	Invoice
Exhibit	E	System Security
Exhibit	F	HIPAA Certification
Exhibit	G	Certification Regarding Lobbying

SCOPE OF SERVICES/PAYMENT PROVISIONS

RTZ Associates, Inc.

Term: July 1, 2021 – June 30, 2024

I. CONTACT INFORMATION:

County Contract Monitor: Monterey County Department of Social Services
Michael Borgeson, Dept. Information Systems Manager
1000 South Main Street
Suite 216
Salinas, CA 93901
Phone: (831) 796-1559
Fax: (831) 757-9226
borgesonmt@co.monterey.ca.us

Contractor Information: RTZ Associates, Inc
Michael Zawadski, JD
President
3736 Mt. Diablo Blvd
Lafayette, CA 94549
Phone: (510) 986-6700
Fax: (510) 986-6707

II. BACKGROUND

RTZ is a California based corporation and has been in in business for 40 continuous years. RTZ has worked with the IHSS Public Authorities since their inception and helped implement the first IHSS provider registry and first IHSS provider health benefit programs in the state. RTZ has been licensed by the California Department of Insurance to provide IHSS Public Authorities with health benefit/administration services and meets all requirements to do business in the State of California.

Aging and Adult Services (AAS) Branch is a unit of county government administered through the Department of Social Services. The AAS provides services to elderly and disabled residents in Monterey County, thereby allowing them to remain safely at home instead of being institutionalized. The Public Authority Unit (PAU) of the AAS maintains a Registry of qualified In-Home Supportive Services (IHSS) providers and assists IHSS consumers by screening and matching providers' skills with IHSS consumers' needs, such as home chores and paramedical services. The PAU also coordinates and determines initial and continuing eligibility for health benefits for all IHSS providers by tracking the number of monthly hours paid. PAU staff monitor changes in providers' health enrollment status, notify providers of changes in health benefit eligibility and provide reporting regarding monthly premium deductions, changes in eligibility and other insurance coverage. A web-based software database is essential to matching IHSS consumers and providers, as well as managing provider health

SCOPE OF SERVICES/PAYMENT PROVISIONS

benefits, and to facilitate PAU staff in accessing the database using various devices at multiple locations.

III. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. IHSS REGISTRY SOFTWARE

1. General Software Features:

- a) Restrict access to cases based on user role type or user profile.
- b) Provide audit trail of users who accessed each case file, listing user, date, time and case number for the life of the case file.
- c) Store, retrieve, display, reproduce, frame, establish a link to, or make use of data through electronic means.
- d) Maintain consumer and provider data secure and confidential by only allowing authorized persons access to such data .
- e) Have access through one hundred percent (100%) web-based platform, including the ability for users to access via internet.
- f) Use HTTPS (TLS/SSL) web traffic encryption.
- g) Have vendor server redundancy/failover or Disaster Recovery Plan (service will need to be available 24/7).
- h) Provide server application hosting.
- i) Provide daily data backups.
- j) Provide an interface to access the data stored by the application for the purposes of allowing the County the ability to generate Ad-hoc reports.
- k) Provide Registry Software availability per **Exhibit C, Service Level Agreement**.

2. Consumer Application Features:

- a) Create, maintain and update individual IHSS consumer profiles. This includes documentation of consumer referrals, their needs, preferences, authorized hours and contact notes.
- b) Identify Independent Providers (IPs) who meet specific IHSS consumer-selected criteria.
- c) Refer IPs to IHSS consumers from the consumer-selected criteria, excluding IPs referred to the consumer in the past unless specifically requested by the consumer.
- d) Automated letter creation to consumers showing referred IPs and their contact information with letter creation automatically indicated in contact notes.

3. Independent Provider Application Features:

- a) Create, maintain and update IP profiles, including but not limited to documentation of the application process, status of availability and care and scheduling preferences, Department of Justice results, references, and a history of trainings attended.
- b) Automated letter creation to IPs that is also automatically indicated in contact notes.
- c) Automated notification of expired identification or driver's license.
- d) Match IPs to consumers using criteria such as language, geographic area requested by IP, types of services, smoking/non, pets/non, days/hours available.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- e) Determine where IPs are working, in order to better match IPs with consumers within specific geographic areas.
- f) Document IP contacts and trainings.
- g) Ability for IPs to apply and submit updates electronically.

4. Administrative Application Features:

- a) Create mailing labels and email distribution lists.
- b) Track and match providers willing to work in emergency situations.
- c) Restrict sensitive cases to designated staff and provide an audit trail listing users, date, time, and case number.
- d) Provide electronic user guides to staff.
- e) Upload, store, and secure via encryption digital documents (PDF, Excel, Word, Pictures, etc.) or copy, type, and paste other data and be able to extract and share information through secure encrypted channels.
- f) Track complaints for both IPs and Consumers, maintain a history of complaint follow-up, and automatically perform key actions depending on information entered on the complaint.

5. Monthly Recurring Activities:

- a) Monthly CMIPS II integration
- b) IP Union reporting
- c) Automated creation of monthly reports on the first day of each month; these reports shall contain data for the prior month.
- d) Create reports involving IP and HSS consumer demographics and services delivered, as well as reports indicating requests, matches, withdrawals, applications, and referrals.

6. Services to Public Authority and/or County Information Technology Staff:

- a) Reprogram/troubleshoot web-based Registry Software as needed.
- b) Train staff on implemented changes made by the Contractor to the Registry software and reports after they are revised.
- c) Provide technical support.
- d) Provide 15 licenses required for the web-based Registry Software, additional licenses will incur a fee of \$450 annually and may be added through a mutually executed amendment to this agreement.
- e) Coordinate with AAS staff as needed.
- f) Coordinate with County Technical Staff which may include internal units (Systems Support), internal divisions (County Information Technology), or other technical consultants hired by the County.
- g) Connect Monterey County staff with active user groups (if any).

7. System Security

- a) RTZ shall comply with provisions in **Exhibit E, System Security**.

B. HEALTH BENEFITS MANAGEMENT SOFTWARE

1. General Software Features:

- a) Restrict access to consumer and provider profiles by user role type or user profile.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- b) Provide audit trail of users who accessed each case file, listing user, date, time and case number for the life of the case file.
- c) Store, retrieve, display, reproduce, frame, establish a link to, or make use of data through electronic means.
- d) Maintain consumer and provider data secure and confidential by only allowing authorized persons access to such data.
- e) Have access through one hundred percent (100%) web-based platform, including the ability for users to access via internet.
- f) Use HTTPS (TLS/SSL) web traffic encryption.
- g) Have vendor server redundancy/failover or Disaster Recovery Plan (service will need to be available 24/7).
- h) Provide server application hosting.
- i) Provide daily data backups.
- j) Provide an interface to access the data stored by the application for the purposes of allowing the County the ability to generate Ad-hoc reports.
- k) Provide Health Benefit Management Software available per **Exhibit C, Service Level Agreement**.

2. Independent Provider Application Features:

- a) Create, maintain and update independent provider profiles, including but not limited to hours of service provided and health benefit status.
- b) Automated letter creation to IPs that is also automatically indicated in contact notes.
- c) Document IP interactions in contact notes.

3. Administrative Application Features:

- a) Automated creation of monthly reports on the first day of each month; these reports shall contain data for the prior month (refer to Section 5.d below).
- b) Create mailing labels and email distribution lists.
- c) Restrict sensitive cases to designated staff and provide an audit trail listing users, date, time, and case number.
- d) Provide electronic user guides to staff.
- e) Upload, store, and secure via encryption digital documents (PDF, Excel, Word, Pictures, etc.) or copy, type, and paste other data and be able to extract and share information through secure encrypted channels.
- f) Automatic creation of Health Benefits and Union File, including:
 - 1) Upload State Health Benefits files that reflect provider deductions for reconciliation. The State has ability to pay retroactively.
 - 2) Import or allow for manual data input of department-collected Health Benefits payments.
 - 3) Provide an instant report reflecting unpaid Health Benefits by provider and month. This requires a reconciliation of the contractor's system, the State system, and the direct amount recorded in system.
- g) Automated health benefit linking to the health care provider.

4. Monthly Recurring Activities:

- a) Monthly CMIPS II integration.
- b) IP Union reporting.

SCOPE OF SERVICES/PAYMENT PROVISIONS

c) IP Health Benefit reporting:

- 1) Providers on Waiting List (with dates and contact information).
- 2) Providers Removed from Waiting List (with dates and contact information).

5. Health Care Benefits Features:

- a) Monitor the hours worked of all IPs and identify those who meet the initial eligibility requirement of working over 80 hours for 3 consecutive months.
- b) Identify changes or corrections to IP data and trigger a change for the identified IHSS provider healthcare agency.
- c) Generate a monthly report for the Union showing the names and social security number for all members (this report is used to authorize premium deduction from IPs' paychecks).
- d) Generate a monthly fiscal report showing names and social security numbers of all IPs receiving health benefits in a given month for the purposes of State reporting. All data must include:
 - 1) Maintain data and generate a monthly report for all IPs associated with health benefits who have other health coverage.
 - 2) Display a view of all IPs and report of all IPs who are not enrolled in the health benefit plan, but meet the eligibility requirement.
 - 3) Maintain an accurate waiting list of all eligible providers to assure ongoing eligibility for health benefits.
 - 4) Display a view of all IPs enrolled in the health plan or on the waiting list whose paid hours have dropped below 80 for the previous months and generate the warning letter to the IP with letter creation automatically indicated in case notes.
 - 5) Display a view of all IPs enrolled in the health plan or on the waiting list whose hours have dropped below 80 for two consecutive months, and generate the termination letter to the IP with letter creation automatically indicated in case notes.
 - 6) Display a record and a report of all IPs terminated from the health plan, the reason, the date, and contact information.
 - 7) Display a record and a report of all IPs who have elected COBRA continuation coverage.

6. Services to Public Authority and/or County Information Technology Staff:

- a) Reprogram/troubleshoot health benefits program and web-based Health Benefits Software as needed.
- b) Train staff on implemented changes made by the Contractor to the Health Benefits software and reports after they are revised.
- c) Provide technical support.
- d) Provide 15 licenses required for the web-based Health Benefits Software, additional licenses will incur a fee of \$450 annually.
- e) Coordinate with AAS staff as needed.
- f) Coordinate with County Technical Staff which may include internal units (Systems Support), internal divisions (County Information Technology), or other technical consultants hired by the County.
- g) Connect Monterey County staff with active user groups (if any).

7. System Security

- a) RTZ shall comply with provisions in **Exhibit E, System Security**.

SCOPE OF SERVICES/PAYMENT PROVISIONS**4. TOTAL PAYMENT SUMMARY**

Registry Total	\$48,750.00
Health Benefit Total	\$50,400.00
<u>Reprogramming/Report Revisions/Miscellaneous Projects</u>	<u>\$13,200.00</u>
Agreement Total	\$112,350.00

The maximum amount payable by County to CONTRACTOR under this Agreement shall not exceed **one hundred twelve thousand three hundred fifty dollars and zero cents. (\$112,350.00).**

The invoices shall be submitted on the form set forth in **Exhibit D.**

All original invoices shall be mailed to:

Michael Borgeson
1000 South Main St.
Suite 216
Salinas, CA 93901

EXHIBIT B**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10**. **If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A**. Only the costs listed in **Exhibit A** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

EXHIBIT B

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the

EXHIBIT B

program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT B

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT B

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Michael Zawadski, JD** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

EXHIBIT B**VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Service Level Agreement

RTZ prides itself on delivering 'high availability' cloud-based information systems. Under this SLA, RTZ will conform to the following standards during the Term of the Agreement with CLIENT:

(a) RTZ will host HOMCare 24 hours a day excluding regularly scheduled routine maintenance. For the purposes of this SLA, "availability" is defined as the ability of an end-user to access the system and use all functions.

(b) All regularly scheduled routine maintenance of HOMCare shall occur outside of CLIENT business hours.

(c) For the purposes of this SLA, "excusable downtime" is defined as a period of time when HOMCare is unavailable due to: (a) a scheduled software and/or hardware upgrade within the maintenance window described above, (b) CLIENT request to take the system offline not related to a system error/defect, or (c) a Force Majeure event. Except in cases of emergency, RTZ will provide CLIENT with advance notification before scheduled system unavailability.

(d) For the purposes of this SLA, "non-excusable downtime" is defined as a period of time when HOMCare is unavailable due to: (a) an error/defect in the application or database, (b) a hardware failure at a co-location site, (c) a power failure at a co-location site, or (d) a network failure up to, but not including, the interconnection point of the co-location infrastructure and the ISP infrastructure.

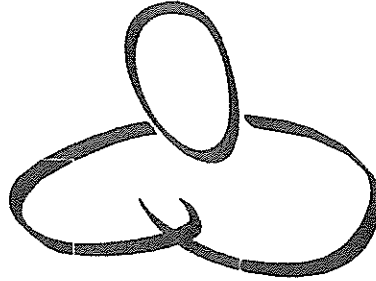
(e) RTZ guarantees that HOMCare availability will meet or exceed 99.5% in any given calendar month, excluding excusable downtime. If non-excusable downtime exceeds 0.5% in any given calendar month, in addition to any other remedies available to CLIENT, RTZ will credit CLIENT according to the following schedule:

Service Level (availability per month excluding excusable downtime)	Service Level Credit (percent of monthly ASP cost in pricing schedule)
99.5% or above	None
98% -99.4%	5%
97.99 – 96%	10%
95.99 – 94%	25%
93.99 – 92%	50%

(f) In order to obtain a service level credit for a given calendar month, CLIENT must notify RTZ in writing within the first 10 business days of the following month. Upon receipt of such notification, RTZ shall use HOMCare system logs to quantify downtime and determine the service level credit due. CLIENT shall not obtain any credits other than those specified above. Credit shall be applied against the next CLIENT invoice. In the event CLIENT has already paid the contract in full (and no further invoices shall issue as a result), RTZ shall remit to CLIENT the credit due within 30 days.

(g) Although RTZ may adjust its change management and installation procedures to accommodate client preferences, system patches are typically installed as soon as practical (depending on the severity of the problem and the complexity of the fix) and system updates are typically installed during the next scheduled push.

SAMPLE INVOICE



SERVICE INVOICE
RTZ Associates, Inc

Invoice No:

Date:

Company Name:

Attn:

Address

City, State Zip

Services	Price	Qty	Total
(Service Description)	\$0.00	X	\$0.00
(Service Description)	\$0.00	X	\$0.00

Grand Total	\$0.00
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Please send payment to:

RTZ Associates, Inc.
3736 Mt Diablo Blvd, Suite 200
Lafayette, CA 94549

1. Data Storage

RTZ shall host the deployment on Amazon Web Services (AWS). The AWS model meets a variety of rigorous data center standards (e.g. SOC2, PCI-DSS, ISO-27001) and has achieved FedRAMP certification for its "GovCloud" infrastructure. The AWS approach utilizes data centers located in the continental United States (specifically the three availability zones in the AWS GovCloud "U.S. West" Region).

All County data will be stored / replicated within the continental United States.

2. Access to County Data.

RTZ (HOMCare) shall use role-based access controls (account-level permissions) to control user access to participant records, as well as read/write access to modules, screens, and individual data fields. This enables data access consistent with consumer consent as well as applicable state and federal "need-to-know" regulations. All users shall be approved by designated administrators at the County / IHSS Public Authority or with support from RTZ staff for account set-up on behalf of the County. When setting-up a new user account, HOMCare will automatically assign system permissions based on their role / job function and shall only allow users to view (and edit) data consistent with their account permissions. Permissions can be further refined at the individual user level (although this is not common). The system shall provide an audit trail that documents all create, read, update, and delete ("CRUD") transactions (regardless of module). The audit trail shall identify inappropriate access and ensure that client data are only viewed on a need-to-know basis and ensure that staff access and record data is consistent with their job responsibilities, identifying/investigating any suspicious activity (such as an unusual number of failed log-in attempts), and reconstructing the sequence of events surrounding an incorrectly modified record.

RTZ technical support staff shall have limited, need-to-know access to PHI data through front-end user accounts. Developers and DBAs shall have no front-end access to production systems; all back-end access to code repositories and databases are authorized and documented in an internal electronic audit trail. Access shall be permitted using the "Rule of Least Privilege," meaning that employees shall be granted the minimum level of access necessary to perform their authorized job responsibilities.

3. Employee/contractor Pre-hire Screening

RTZ shall not subcontract any project components, in order to maintain full control over the quality and timeliness of services rendered. All RTZ employees shall undergo a thorough screening and onboarding process and may (depending on their ability to access sensitive data) be subject to a formal background check.

4. CONTRACTOR's Administrative Access

RTZ shall only store PHI/PII data on servers in secure AWS data centers located within the continental United States. RTZ's CSO shall grant and monitor RTZ administrative access these data centers via a secure VPN connection.

5. Encryption for Data

RTZ shall use TLS 1.2 to encrypt all data in transit and AES 256 to encrypt all data at rest.

6. Disaster Recovery and Business Continuity strategy.

RTZ shall maintain a comprehensive disaster recovery plan (alternatively referred to as a “business continuity” plan). For the purposes of this plan, “disaster” is defined as an event or series of events which affects the operation of the primary data center to the extent one or more hosted applications would experience prolonged or otherwise indeterminate downtime.

RTZ shall maintain its full disaster recovery plan in the form of a secure “wiki” hosted from its physical data centers. This web-based wiki shall ensure that authorized personnel have the most up-to-date version available from any location, and will include step-by-step instructions for RTZ technical staff that cover the following steps: assessing the incident, verifying failover and measuring system health, notifying management and informing technical support teams (who, in turn, will keep the County up-to-date), triaging any issues with the failover process, testing the readiness of the tertiary environment, restoring and testing the original hosting environment, and review lessons learned / revising disaster recovery documents accordingly.

As needed, RTZ technicians can switch hosting to our secondary data center by executing pre-built commands. Given the physical distance between centers, RTZ believes it is implausible that an event would simultaneously affect all sites (and makes this a core assumption in its disaster recovery plan).

RTZ shall immediately notify clients of any significant developments, including - but not limited to – the estimated and actual availability of the production system. No disaster scenario model forecasts more than 24 hours of system downtime or more than 12 hours of data loss.

RTZ shall host the County’s version of HOMCare on AWS GovCloud’s isolated infrastructure, designed to run in three separate “availability zones” (i.e. data centers). Each zone is in a distinct geographic location making it highly unlikely a single event (such as a natural disaster) can impact business continuity. This hosting model shall offer real-time data replication across three separate regions. Each zone shall have independent power, cooling, physical security, and connected via redundant, ultra-low-latency networks.

The AWS hosting model shall offer real-time replication across three different regions with hot failovers not requiring the intervention of RTZ technical staff. RTZ shall utilize an elastic IP address – a status IPv4 address designed for dynamic cloud computing that enables rapidly remapping the address to another instance. This means that an event affecting one region should result in no system downtime, no data loss, and no business impact to the County.

7. SSAE 16 Compliance

Data centers shall be SSAE 16 / SSAE 18 compliant (confirmed via a SOC 2 report or firsthand observation).

8. Detection if an Application is Attacked (hacked) and Reporting to the County

The HOMCare application shall sit behind a managed firewall. In addition, RTZ shall also employ a variety of mechanisms that can automatically detect suspicious activity. For example, if HOMCare detects a number of consecutive incorrect log-in attempts under a valid username it can temporarily

suspend that account, or if HOMCare detects a number of failed log-in attempts for invalid usernames it can block the offending IP address. RTZ shall notify the County in writing after the discovery of any successful attack as expediently as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement via email to the following email addresses: security@Co.monterey.ca.us and 501-InformationSecurity@Co.monterey.ca.us. The notification shall at the least include date/time of attack, IP addresses involved (if known), number of data records involved, attack vector, and mitigation strategies deployed, police or FBI-ic3 report numbers (if reported), and the contact information for RTZ security or incident management team for further follow up.

Database servers shall only communicate with specified application servers using managed, hardwired connections that require mutual client/server authentication; i.e. database servers have no internet accessibility. Application servers shall only contain HOMCare code; hashed values between the production and repository codebase that are continually compared to ensure that no malicious software has been installed and that hackers have not modified the codebase in any manner. RTZ programming / hosting protocols shall protect HOMCare from all security threats and vulnerabilities including (but not limited to) cross-site scripting, injection flaws, malicious file execution, insecure object reference cross-site request forgery, information leakage / improper error handling, broken authentication / session management, insecure cryptographic storage, insecure communications, and unrestricted URL access. RTZ shall regularly conduct vulnerability tests using third-party tools (such as Trustwave's scanning engine and/or similar applications). RTZ shall provide notifications upon request by the County – but no more than quarterly – that vulnerability tests/scans, server OS patches, ColdFusion patches, Microsoft SQL patches, and 3rd-party software patches have been completed. The details of any vulnerability discovered during testing will not be included in the notifications- only that the vulnerability was discovered along with the status of the vulnerability mitigation or estimated timeframe for mitigation.

9. FIPS 140-2 Certification

HOMCare shall meet or exceed all federal NIST 800-series guidelines – including FIPS 140-2 standards for cryptography modules – and the data centers shall use FIPS 140-2 service endpoints.

10. County Ownership of its Data

The County will own all data entered into HOMCare, and RTZ shall act as a responsible custodian of that data throughout the duration of the project.

11. Provision of all County Data in a Readable Format Upon Request (pdf, Excel, Access)

HOMCare shall include an integrated report module, including a variety of canned reports and the availability of authorized users to extract custom datasets on-demand (for any date range / combination of variables) in a readable flat-file format (e.g. Microsoft Excel). RTZ shall – if/when requested by the County – set-up a secure, regularly scheduled (e.g. daily, weekly, monthly) transmission of the entire database to a County server or a County AWS instance (depending on the hosting model employed) as an added cost option. However, please note that the database – even if normalized for warehousing / reporting – would be relational. Upon termination / expiration of the contract, we will securely return all County data in a readable (i.e. non-proprietary) format.

12. Retrieval of County Data upon Termination of Contract

RTZ shall provide two copies of the County's data in a non-proprietary format – the first copy will enable the incoming vendor to write conversion / migration scripts, and the second copy (provided immediately prior to cut-over) will enable all data (including data entered into HOMCare after the provision of the first copy) to transfer. RTZ shall provide these copies of the County's data within five business days of a written request. All copies shall be encrypted in transit to ensure data security.

In the event the new vendor is unable to meet its go-live obligations for whatever reason, RTZ will offer the County an emergency one-year renewal term at the then-current rates to provide uninterrupted use of HOMCare and prevent a disruption to the program's business continuity. Once the RTZ contract with the County ends, RTZ shall destroy / sanitize all County data consistent with federal NIST 800-88 standards. Should the County want to archive its data with RTZ beyond the contract end date, those terms would need to be negotiated between parties and made explicit either in the original contract or a separate amendment.

13. County data if CONTRACTOR Ceases Business

In the improbable event that financial condition of RTZ deteriorates and the company exhausts all capital and available credit, RTZ shall seek to continue to provide all services without interruption under the protection of a bankruptcy court.

14. Results of a Third-party External Audit Conducted with the Past Two Years

Prior to contract finalization shall share a letter dated October 10, 2017 summarizing a security risk analysis conducted by a third-party.

15. Encryption for User Credentials

RTZ (HOMCare) shall encrypt all data at rest using AES 256 and stores passwords as hashed values (no actual passwords are stored on the database server).

(remainder of this page intentionally left blank)

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and 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.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT F

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT F

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: RTZ Associates, Inc.

By: DocuSigned by:
Michael Zawadski, President
51A7E70C7235456...

Title: _____

5/24/2021 | 3:57 PM PDT

Date: _____


CERTIFICATION REGARDING LOBBYING

RTZ Associates, Inc.

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

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

DocuSigned by:

51A7E70C7235456...

Signature

Title

5/24/2021 | 3:57 PM PDT

RTZ Associates, Inc.

Agency/Organization

Date